



# PRENTICE HALL LEGAL & FINANCIAL SERVICES

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18768-A

RECORDATION NO. \_\_\_\_\_ PAGE 14

APR 15 1994 - 9:25 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18768

APR 15 1994 - 9:25 AM

INTERSTATE COMMERCE COMMISSION



April 4, 1994

Filings Desk  
Interstate Commerce Commission  
12th St. & Constitution Ave.  
Washington, DC 20423

Sir or Madam,

INTERSTATE COMMERCE COMMISSION

Please accept these filings on behalf of the Indiana Rail Road Company, through the firm of Chapman and Cutler (111 West Monroe Street, Chicago, Illinois, 60603). The filings to be received are as follows:

- (1) Mortgage and Security Agreement with Assignment of Rents (Harris Trust and Savings Bank, as Mortgagee)
- (1) Security Agreement and Personal Property and Fixtures Mortgage (Harris Trust and Savings Bank, as Secured Party)
- (1) Release of Indenture of Mortgage, Deed of Trust and Security Agreement (1st Source Bank, as Trustee)

Thank you for your attention in this matter.

Sincerely,

*Jay Brooke*  
Jay Brooke  
Research Associate

LICENSING SECTION

APR 15 9 21 AM '94

## EXHIBIT A

### DESCRIPTIONS OF EQUIPMENT

#### ITEM 1. LOCOMOTIVES

ACCOUNTING ID	LOCO ID	DESCRIPTION	YEAR BUILT	MANUFACTURE BY	HORSE POWER	USE
LOC007	201	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC008	2508	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC008	2543	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC010	2528	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC011	2551	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC013	7307	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
	7308	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC018	7309	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
	7310	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC018	800	LOCOMOTIVE SDH15 #CSX1007	1988	EMD	1500	ROAD
LOC020	7305	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC021	1704	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC022	1718	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC023	1791	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC024	1753	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD

#### ITEM 2. OTHER EQUIPMENT

##### TYPE/DESCRIPTION

KERSHAW BRUSH CUTTER-BR1  
 KERSHAW TIE INJECTOR  
 FAIRMONT TIE SHEAR-W114-B2  
 PORTEC SPIKER-TE-7  
 R.T.W TIE HANDLER  
 KERSHAW BALLAST REGULATOR 28-2-1  
 CAMRON TORSION BEAM TAMPER  
 CAMRON JUNIOR TAMPER  
 CAMRON ELECTRO MATIC  
 BURRO CRANE MODEL 40  
 60' FLAT CAR  
 CASE BACK HOE-580-K  
 CASE BACK HOE TRAILER



## PRENTICE HALL LEGAL & FINANCIAL SERVICES

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ICC Document Recorder  
Interstate Commerce Commission  
12th St. & Constitution Ave.  
Room 2303  
Washington, DC 20423

Sir or Madam,

This letter, along with the enclosed check and documents, has been sent in accordance with the phone call I recieved yesterday. I spoke with a Tolida Stokes (please excuse any misspelling) who informed me that a filing fee of \$54 was due regarding a filing submitted April 4 concerning the Indiana Rail Road Company. Please find a check for that amount enclosed.

Ms. Stokes also informed me that copies could be stamped and returned to me if we provided the copies. I have enclosed a copy of two of the three filings. I would appreciate it if you could stamp these and return them via our courier.

If you have any questions or problems, please do not hesitate to call me at 408-3120. Thank you for your assistance in this matter.

Sincerely,

Jay Brooke  
Senior Research Associate

LICENSED BRANCH

APR 15 9 21 AM '94

# **Interstate Commerce Commission**

**Washington, D.C. 20423**

**April 15, 1994**

**OFFICE OF THE SECRETARY**

**Jay Brooke, Research Associate  
Prentice Hall Legal & Financial Services  
Simon & Schuster Business, Technical &  
Professional Publishing Group  
1090 Vermont Avenue, NW Suite 430  
Washington DC 20005**

**Dear Mr. Brooke:**

**The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on April 15, 1994 at 9:25AM, and assigned  
recordation number(s). 18768, 18768-A and**

**Sincerely yours,**

**Secretary  
SIDNEY L. STRICKLAND, JR.**

**Enclosure(s)**

100  
RECORDATION NO. **18768** FILE 1426

APR 15 1994 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

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**MORTGAGE AND SECURITY AGREEMENT  
WITH ASSIGNMENT OF RENTS**

**FROM**

**THE INDIANA RAIL ROAD COMPANY**  
1414 South West Street  
Indianapolis, Indiana 46225  
(Taxpayer I.D. No. 35-1673889)

**TO**

**HARRIS TRUST AND SAVINGS BANK**  
111 West Monroe Street  
Chicago, Illinois 60690  
(Taxpayer I.D. No. 36-119448)

**DATED AS OF APRIL 1, 1994**

---

**FIXTURE FILING.** Certain of the personal property covered by this Mortgage is or will become fixtures on the real property described or referred to in this Mortgage, and this Mortgage upon being filed for record in the real estate records of the County wherein such fixtures are situated shall operate as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such personal property which is or may become fixtures.

---

This Instrument Was Prepared By  
and After Recording Return To:  
Lisa A. Olsen  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

# **MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

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**MORTGAGE AND SECURITY AGREEMENT WITH  
ASSIGNMENT OF RENTS**

This Mortgage and Security Agreement with Assignment of Rents (the "*Mortgage*") dated April 1, 1994 from The Indiana Rail Road Company, an Indiana corporation with its principal place of business and mailing address at 1414 South West Street, Indianapolis, Indiana 46225 (hereinafter referred to as "*Mortgagor*") to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "*Mortgagee*");

**WITNESSETH THAT:**

WHEREAS, the Mortgagor has entered into with Mortgagee that certain Credit Agreement bearing even date herewith (such Credit Agreement as the same may from time to time be modified or amended being hereinafter referred to as the "*Credit Agreement*") pursuant to which the Mortgagee commits, subject to certain terms and conditions, (i) to make a revolving credit in the principal amount of not to exceed \$1,000,000 at any one time outstanding (the "*Revolving Credit*") available to the Mortgagor during the period ending on April 30, 1996 or such later date before April 30, 1999 to which the Mortgagee agrees (the "*Termination Date*") and (ii) to make a term loan in the principal amount of \$7,000,000 to the Mortgagor payable in installments with a final maturity of all principal and interest on March 31, 2002 (the "*Term Credit*"), a true and correct copy of which Credit Agreement is on file at the offices of the Mortgagee; and

WHEREAS, (i) advances from time to time made under the Revolving Credit are evidenced and to be evidenced by a Revolving Credit Note (the "*Revolving Credit Note*") in the face principal amount of \$1,000,000 and payable to the order of the Mortgagee, whereby the Mortgagor promises to pay the advances evidenced thereby on the Termination Date with interest and premium as set forth in the Credit Agreement and (ii) the term loan under the Term Credit is evidenced and to be evidenced by the Term Credit Note (the "*Term Credit Note*") in the face principal amount of \$7,000,000 and payable to the order of the Mortgagee, whereby the Mortgagor promises to pay the term loan evidenced thereby, with interest and premium as set forth in the Credit Agreement, in installments with a final maturity of all principal and interest and premium not required to be sooner paid of March 31, 2002 (the Revolving Credit Note and the Term Credit Note and any and all notes issued in substitution or replacement therefor or in extension or renewal thereof being hereinafter referred to collectively as the "*Notes*" and individually as a "*Note*"); and

WHEREAS, the Mortgagor may from time to time enter into one or more interest rate exchange, cap, collar, floor or other agreements with the Mortgagee for the purpose of hedging or otherwise protecting the Mortgagor against changes in interest rates on the Notes (the liability of the Mortgagor in respect of such agreements being hereinafter referred to as the "*Hedging Liability*"); and

Now, THEREFORE, to secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same becomes due and payable (whether by lapse



of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) the payment of all sums due or owing with respect to the Hedging Liability, (iii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (iv) the observance and performance of all covenants and agreements contained herein or in the Notes or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto and (v) the payment and performance of any judgment which the Mortgagee shall at any time obtain against the Mortgagor (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), the Mortgagor does hereby grant, mortgage, warrant, assign, and pledge unto the Mortgagee, its successors and assigns, and grant to the Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV and V below, all of the same being collectively referred to herein as the "*mortgaged property*" and does further grant a security interest to the Mortgagee, its successors and assigns, in all such mortgaged property in which a security interest can be created under the Indiana Uniform Commercial Code:

#### **GRANTING CLAUSE I RAILROADS**

A. All property, real, personal and mixed, and all rights therein and with respect thereto, comprising the lines of railroad and tracks now or hereafter owned by the Mortgagor, including, without limitation, the following main and principal branch lines of railroad:

A line of railroad beginning at Indianapolis, Indiana, and extending southerly to Bloomington, Indiana, having a length of about fifty-six (56) miles, then westerly from Bloomington, Indiana to Newton, Illinois, having a length of about ninety-nine (99) miles.

B. All other property, real, personal and mixed, and all interest therein and with respect thereto, constituting or included in:

(1) all other branch lines owned by the Mortgagor and all lines of railroad owned by the Mortgagor crossing or connecting with any of the lines described in clause A, above, or crossing or extending from points on said crossing or connecting lines;

(2) all and singular the main tracks owned by the Mortgagor additional to the first main track and used as part of and in connection with any of the main, branch, crossing or connecting lines referred to in clause A above;

(3) all and singular the spur tracks, side tracks, turnouts, passing tracks and shop tracks owned by the Mortgagor and used, or provided for use, in connection with any of the main, branch, crossing or connecting lines referred to in clause A, above;

(4) all and singular other lines of railroad and tracks now or hereafter owned by the Mortgagor.

C. Without limiting the generality of the foregoing, the real property described in Schedule A attached hereto.

D. All leases, contracts, agreements, options and other rights to acquire any tangible or intangible property or any interest therein (which property, if owned by the Mortgagor, would be subject to this Mortgage), and all easements, privileges, licenses, rights of way or use, trackage rights and all other interests, rights and privileges, now owned or hereafter acquired by the Mortgagor or in which the Mortgagor now has or may hereafter have any interest, for use upon or in connection with or appertaining to any of the lines of railroad of the Mortgagor or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminus of, any of the lines of railroad of the Mortgagor, or relating to the use of any telegraph, telephone or other communication facilities along any of the lines of railroad of the Mortgagor.

E. The reversion or reversions, remainder or remainders, in and to the land described in the foregoing Granting Clauses, together with the entire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way or use, trackage and other rights, powers, franchises, privileges, immunities and appurtenances to said land or lines of railroad, belonging or in any wise appertaining thereto, including without limitation the entire right, title and interest of the Mortgagor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy, of, in and to said land and all rights of each of the Mortgagors in, to and under all permits, licenses, certificates, approvals and other authorizations which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of any of the lines of railroad of the Mortgagor or of any other property now or hereafter subject to this Mortgage.

F. The entire interest of the Mortgagor in and to all buildings, structures, track, roadbeds, crossties, switches, bridges, trestles, culverts, fences, grade crossings, signals, signs and other improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon the land subject to this Mortgage, including without limitation that described in Schedule A attached hereto, including all right, title and interest of the Mortgagor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such, whether or not the same are used in connection with the operation of any business conducted upon said parcels of land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Mortgagor and is affixed or attached or annexed to said land, shall be and remain or become

and constitute a portion of said land and the security covered by and subject to the lien of this Mortgage.

G. All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by the Mortgagor from the foregoing property, estates and interests.

H. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including proceeds of insurance and condemnation awards.

For purposes of the foregoing Granting Clauses A through H of this Granting Clause I:

A. The term "*lines of railroad and tracks*" shall include all main or branch or cut-off lines of railroad, and all spur, industrial, switch, connecting, storage, yard, terminal or other tracks, and unless otherwise specified, "*lines of railroad of the Mortgagor*" shall include all lines of railroad which the Mortgagor may own in fee, either solely or jointly, or over which the Mortgagor may operate or have any right to operate under any lease or trackage or other agreement.

B. Out of the grants hereby made, the last day of the term of each leasehold estate (whether falling within the general or any particular description of property herein) now or hereafter enjoyed by the Mortgagor is hereby excepted and reserved.

C. It is not intended to subject to the lien and security interest hereof, and, notwithstanding any other provision herein to the contrary, this grant shall be deemed not to apply to leasehold interests if, and only for so long as, this grant would constitute a default capable of terminating the leasehold interest granted under the lease documents relating thereto.

## GRANTING CLAUSE II EQUIPMENT

All equipment (as defined in Article 9 of the Indiana Uniform Commercial Code) of the Mortgagor, whether now owned or existing or hereafter created, acquired or arising, or in which the Mortgagor now has or hereafter acquires any rights and articles of personal property of every kind and nature whatsoever, whether or not located in or upon or affixed to said premises, or any part thereof, and used or usable in connection with any present or future operation of said premises or any business conducted by the Mortgagor, including, without limitation, the locomotives and rolling stock described on Schedule B attached hereto. The term "*equipment*" as used herein shall mean and include all equipment, machinery, tools, apparatus, trade fixtures, furniture, furnishings, office equipment, railroad cars, locomotives and other rolling stock, vehicles (including vehicles subject to a certificate of title law) and all other goods (such as railroad trestles, ties, track, rails, crossties, fastenings, switches, signals, signs).

### GRANTING CLAUSE III

All receivables, general intangibles and inventory, whether now owned or existing or hereafter created or arising, or in which the Mortgagor now has or hereafter acquires any rights and all deposit accounts (whether general, special or otherwise) maintained with the Mortgagee and all sums now or hereafter on deposit therein or payable thereon, and any and all other property or interests in property which now is or may from time to time hereafter come into the possession, custody or control of the Mortgagee, or any agent or affiliate of the Mortgagee, in any way and for any purpose (whether for safekeeping, custody, pledge, transmission, collection or otherwise) and all supporting evidence and documents relating to any of the property described in Granting Clause II or III, including, without limitation, computer programs, disks, tapes and related electronic data processing media, rights of the Mortgagor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising and all accessions and additions to and substitutions and replacements of any and all of the foregoing, whether now existing or hereafter arising and all proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising. The term "*receivables*" as used herein means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, chattel paper, any right of the Mortgagor to payment for goods sold or leased or for services rendered, whether arising out of the sale of Inventory (as hereinafter defined) or otherwise and whether or not earned by performance, and all other forms of obligations owing to the Mortgagor, and all of the Mortgagor's rights to any merchandise and other goods (including without limitation any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing). The term "*general intangibles*" shall include without limitation all patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles and all customer, client and supplier lists (in whatever form maintained) and all rights in leases and other agreements relating to real or personal property and all causes of action and tax refunds of every kind and nature and all privileges, franchises, immunities, licenses, permits and similar intangibles (such as trackage rights) and all rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit of employees of the Mortgagor and all other personal property (including things in action) not otherwise covered by this Mortgage. The term "*inventory*" as used herein means and includes all goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the Mortgagor's business, and all goods which are raw materials, work-in-process, finished goods, materials and supplies of every kind and nature, in each case used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of such goods and any constituents or ingredients thereof, and all goods which are returned or repossessed goods.

#### GRANTING CLAUSE IV

All moneys and securities from time to time held by the Mortgagee under the terms of this Mortgage and any and all other Property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagor or by anyone in its behalf to the Mortgagee, which is hereby authorized to receive the same at any time as additional security hereunder.

#### GRANTING CLAUSE V

Any and all other property of every kind and nature now owned or from time to time hereafter acquired by the Mortgagor.

TO HAVE AND TO HOLD the mortgaged property and the properties, rights and privileges hereby granted, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; *provided, however*, that this Mortgage is upon the express condition that if the principal of and interest on the Notes and all sums from time to time advanced thereon shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed and any commitment contained in the Credit Agreement to extend credit thereunder shall have terminated, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

#### SECTION 1. GENERAL COVENANTS AND WARRANTIES.

The Mortgagor covenants, warrants and agrees as follows:

*Section 1.1. Credit Agreement Covenants.* Each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Credit Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, are incorporated herein by reference to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Credit Agreement was fully set out in an amendment or supplement to this Mortgage; and the Mortgagor does hereby covenant and agree well and truly to abide by, perform and be governed and restricted by each and all of the matters provided for by the Credit Agreement and so incorporated herein to the same extent and with the same force and effect as if each and all of said terms, provisions, restrictions, covenants and agreements so incorporated herein by reference were set out and repeated herein at length. Without limiting the foregoing, the Mortgagor covenants and agrees to pay all taxes, assessments and governmental charges or levies imposed upon this Mortgage or the Notes or any other indebtedness hereby secured.

*Section 1.2. Ownership of Mortgaged Property.* The Mortgagor covenants and warrants that it is the owner and is lawfully seized and possessed of the mortgaged property hereinbefore conveyed to the Mortgagee free and clear of all liens, charges and encumbrances whatever except Permitted Encumbrances, and the Mortgagor has good right, full power and authority to convey, transfer and mortgage the same to the Mortgagee for the uses and purposes in this Mortgage set forth, and the Mortgagor has good and marketable title thereto and will warrant and defend the title thereto against all claims and demands whatsoever. The Mortgagor further warrants and covenants that it enjoys peaceful and undisturbed possession of, and has good title or valid leasehold or other real property interests in and to the mortgaged property to the extent necessary for the Mortgagor to operate a continuous and continuing railroad system such as is in operation on the date hereof (together with support, office and other facilities). The Mortgagor further covenants and represents (i) that Schedule A contains a complete and accurate list of the States and the counties in each State in which working railroad track or other material mortgaged property is located as of the date hereof, and (ii) that Granting Clause I (together with Schedule A, which Schedule contains accurate metes and bounds legal descriptions or other descriptions of all material parcels of property constituting mortgaged property), contains a complete and accurate description of the mortgaged property, legally sufficient to enable a subsequent purchaser or mortgagee to identify and establish the Mortgagee's and the Mortgagor's title or other interest in and to all material mortgaged property.

*Section 1.3. Further Assurances.* The Mortgagor will do, execute, acknowledge and deliver all and every further act, deed, conveyance, transfer and assurance necessary or proper for the better assuring, conveying, assigning and confirming unto the Mortgagee all of the mortgaged property, or property intended so to be, whether now owned or hereafter acquired.

*Section 1.4. Payment of Principal and Interest.* The Mortgagor will duly and punctually pay the principal of, and premium, if any, and interest on the Notes according to the terms thereof and will duly and punctually pay and satisfy all other indebtedness hereby secured.

*Section 1.5. Maintenance of Mortgaged Property, Other Liens, Compliance with Law, Insurance, Etc.* Without limiting the provisions of Section 8.2 of the Credit Agreement, the Mortgagor shall (i) promptly repair, restore or rebuild, consistent with good industry practice, any structure, track, switches, buildings or improvements now or hereafter on the mortgaged property which may become damaged or be destroyed, (ii) keep the mortgaged property in good condition and repair for its intended use in all material respects in accordance with industry standards, without waste, and free from all claims, liens, charges and encumbrances other than Permitted Encumbrances, and without limiting the generality of the foregoing, keep, or cause to be kept, in accordance with industry practices of like railroads in all material respects, the railroads, premises and other mortgaged property subject to this Mortgage supplied with all necessary motive power, rolling stock and equipment, (iii) pay when due any indebtedness which may be secured by a lien or charge on the mortgaged property on a parity with or superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the

Mortgagee, (iv) comply with all requirements of law or municipal ordinances with respect to the mortgaged property and the use thereof, (v) make no material alterations in the mortgaged property which would impair the market value or usefulness of the mortgaged property for the purposes for which the same are presently being used, (vi) keep the mortgaged property insured against fire and extended coverage risks as provided in Section 8.4 of the Credit Agreement under policies of insurance providing that (x) the loss, if any, shall be payable to the Mortgagee, as trustee under this Mortgage under a standard mortgage loss payable clause and (y) such policies may not be canceled without at least 30 days' prior written notice to the Mortgagee and (vii) provide the Mortgagee no later than 30 days prior to the termination of any policy or certificate of insurance on deposit with the Mortgagee such original and supplemental certificates of insurance or copies of insurance policies, or both, as may be reasonably necessary to evidence the continuing maintenance of the insurance required by the foregoing clause (vi) to the satisfaction of the Mortgagee. The foregoing notwithstanding, the Mortgagor need not repair, restore or rebuild damaged or destroyed mortgaged property to the extent the failure to repair, restore or rebuild such mortgaged property (a) is desirable to the proper conduct of the business of Mortgagor in the ordinary course as presently conducted and otherwise in the best interest of the Company, (b) would not impair the overall value or utility of the mortgaged property taken as a whole, (c) would not decrease the efficiency or capacity of the Company's business and (d) would not impair the rights and benefits of the Mortgagee under this Mortgage.

*Section 1.6. Advances.* If the Mortgagor shall fail to comply with the covenants herein or in the Credit Agreement and incorporated herein by reference with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the payment when due of indebtedness secured by liens or charges on a parity with or superior to the lien hereto or the keeping of the mortgaged property in repair and free of other liens, the Mortgagee may make advances to perform the same; and the Mortgagor agrees to repay all sums so advanced upon demand with interest at the Default Rate after demand; and all sums so advanced, with interest, shall constitute additional indebtedness hereby secured, but no such advance shall be deemed to relieve the Mortgagor from any default hereunder.

*Section 1.7. Recordation.* The Mortgagor will cause this Mortgage, all supplements hereto, and any financing statements and continuation statements required by Indiana law, including the Indiana Uniform Commercial Code, in respect thereof at all times to be kept recorded and filed at its own expense in such manner and in such places as may be required by law in order to fully preserve and protect the rights of the Mortgagee hereunder.

*Section 1.8. After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided to be and become subject to the lien hereof shall ipso facto, and without any further conveyance, assignment or act on the part of the Mortgagor or the Mortgagee become and be, subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless the Mortgagor shall from time to time, if requested by the Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments thereof as the Mortgagee may reasonably

require for the purpose of expressly and specifically subjecting to the lien of this Mortgage any and all such property.

## SECTION 2. POSSESSION, USE AND RELEASE OF PROPERTY.

*Section 2.1. No Sale of Mortgaged Property.* The Mortgagor covenants and agrees that it will not sell, transfer, convey or otherwise dispose of the mortgaged property or any part thereof, whether voluntarily or involuntarily, by operation of law or otherwise. The foregoing notwithstanding, the Mortgagor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Mortgagee, sell or otherwise dispose of (i) obsolete, worn out or unusable equipment, fixtures or other personal property which are concurrently replaced with similar equipment, fixtures or other personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than Permitted Encumbrances and the lien hereof, (ii) mortgaged property which this Mortgage would not require the Mortgagor to replace if the same were damaged or destroyed and (iii) mortgaged property which the Mortgagor is permitted to use, consume, sell or otherwise dispose of pursuant to the terms of that certain Security Agreement and Personal Property and Fixtures Mortgage dated of even date herewith from the Mortgagor to the Mortgagee (the "*Security Agreement*").

*Section 2.2. Mortgagor's Right of Possession.* While the Mortgagor is not in default hereunder, it shall be suffered and permitted to remain in full possession, enjoyment and control of the mortgaged property, subject always to the observance and performance of the terms of this Mortgage and of the Credit Agreement.

*Section 2.3. Eminent Domain.* Should any of the mortgaged property be taken by the exercise of the power of eminent domain, the Mortgagor may accept any award or consideration stated to be satisfactory to the Mortgagor in a certificate of an officer of the Mortgagor, delivered to the Mortgagee, and the Mortgagee shall release the property so taken upon being furnished with an opinion of counsel satisfactory to the Mortgagee to the effect that such property has been taken by the exercise of the power of eminent domain. In the event of such proceeding, the Mortgagee may be represented by counsel and the Mortgagee may or may not become a party thereto as the Mortgagee in its discretion may determine. The proceeds of all property so taken shall be paid over to the Mortgagee and shall be held and disbursed or applied upon the terms and conditions provided in the succeeding Section 3 hereof.

## SECTION 3. APPLICATION OF INSURANCE AND CERTAIN OTHER MONEYS RECEIVED BY THE MORTGAGEE.

*Section 3.1. Insurance Proceeds.* (a) All proceeds of fire and extended coverage insurance covering the mortgaged property (except in cases where the amount of any one loss is less than \$100,000 and an Event of Default under this Mortgage shall not exist, in which case the amount payable in respect of any such loss may be received by the



Mortgagor, and if received by the Mortgagee shall be paid over to the Mortgagor for use by the Mortgagor in paying for replacement or repairs of or substitutes for the damaged or destroyed property) received by the Mortgagee, under the provisions of this Mortgage and/or the Credit Agreement or any instruments supplemental hereto or thereto, or under any policy or policies of insurance covering the mortgaged property or any part thereof, shall be held by the Mortgagee as part of the mortgaged property and shall be paid to the Mortgagor from time to time upon a written application signed by an officer of the Mortgagor and accompanied by an approving certificate of an architect or engineer selected by the Mortgagor and approved by the Mortgagee, for the purpose of paying, or reimbursing the Mortgagor for the payment of, the reasonable cost, as shown by such certificate, of repairing or replacing part or all of the property damaged or destroyed, but only if written application is made therefor within twelve months of the receipt of such proceeds by the Mortgagee, and then only for and to the extent that the Mortgagor shows by such architect's or engineer's certificate or other evidence satisfactory to the Mortgagee that the portion of such proceeds remaining on deposit with the Mortgagee together with any additional funds irrevocably allocated or otherwise provided for in a manner satisfactory to the Mortgagee for such purpose, shall be sufficient to complete such repairs or replacements and restore the mortgaged property as nearly as possible to the market value and condition which existed immediately prior to the damage or destruction free from liens or encumbrances except this Mortgage and Permitted Encumbrances. Every such application for the payment of such insurance moneys shall state that the Mortgagor is not in default under any of the terms and provisions of this Mortgage.

(b) In the event (i) the insurance moneys shall not have been applied to one or more of the purposes specified in Section 3.1(a) hereof within the twelve-month period provided therein or (ii) the Mortgagor has not submitted a written application for such proceeds within the period specified in Section 3.1(a) hereof or (iii) the Mortgagor requests the Mortgagee to apply the insurance proceeds to the payment of the indebtedness hereby secured and the Mortgagee, in its sole discretion, deems such application to be appropriate, then in each case the Mortgagee shall apply such insurance moneys to the payment of the indebtedness hereby secured in such order of application as Mortgagee may elect whether or not the same may then be due or otherwise adequately secured, any balance remaining after such payment to be released to the Mortgagor.

*Section 3.2. Condemnation Awards; Other Proceeds.* Moneys in excess of \$100,000 received by the Mortgagee in connection with the release of property (other than a release of property pursuant to Section 2.1 of the Mortgage) including moneys received by the Mortgagee by reason of the exercise of the power of eminent domain with respect to any part of the mortgaged property, shall be held by the Mortgagee, as part of the mortgaged property and shall be held and disbursed or applied in the same manner and upon the same terms and conditions as provided for in Section 3.1 hereof in respect of insurance proceeds in excess of \$100,000.

#### SECTION 4. DEFAULTS AND REMEDIES THEREFOR.

*Section 4.1. Event of Default Defined.* The Mortgagor acknowledges and agrees that each and all of the terms and provisions of Section 9.1 of the Credit Agreement have been and are incorporated into this Mortgage by reference to the same extent as though fully set out herein and that the term "*Event of Default*" wherever used in this Mortgage shall mean either an Event of Default as defined in Section 9.1 of the Credit Agreement or the failure of the Mortgagor to comply with any covenant, agreement or warranty contained in this Mortgage within 30 days after the Mortgagee or the holder of any of the indebtedness hereby secured shall have given notice thereof to the Mortgagor.

*Section 4.2. Remedies.* When an Event of Default has occurred and is continuing, the Mortgagee may, to the extent permitted by law, exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Mortgagee may, by notice in writing to the Mortgagor, declare the entire unpaid balance of the Notes and all other unpaid indebtedness hereby secured to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon and premium, if any, shall be and become immediately due and payable.

(b) The Mortgagee personally or by agents or attorneys may, if at the time such action may be lawful, enter into and take possession of all or any part of the mortgaged property, and may forthwith operate and manage the mortgaged property, collect the earnings and income therefrom, pay all principal charges (including taxes and assessments levied thereon and operating and maintenance expenses) and all disbursements and liabilities of the Mortgagee hereunder and apply the net proceeds arising from any such operation of the mortgaged property as provided in Section 4.3 hereof in respect of the proceeds of a sale of the mortgaged property.

(c) The Mortgagee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either before or after the Mortgagee or any receiver takes possession and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Mortgagor once at least 10 days prior to the date of such sale and any other notice which may be required by law, sell and dispose of said mortgaged property or any part thereof at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots (the Mortgagor for itself and for all who may claim by, through or under it hereby expressly waiving and releasing all rights to have the property covered by the lien of this Mortgage marshaled), and either for cash or on credit and on such terms as the Mortgagee may determine and at any place (whether or not it be the location of the mortgaged property or any part thereof) designated in the notice above referred to, any such sale or sales may be adjourned from time to

time by announcement at the time and place appointed for such sale or sales or for any such adjourned sale or sales, without further published notice.

(d) The Mortgagee may proceed to protect and enforce its rights by a suit or suits in equity or at law, or for the specific performance of any covenant or agreement contained herein or in the Credit Agreement, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy. Upon the bringing of any suit to foreclose this Mortgage or to enforce any other remedy available hereunder, the plaintiff shall be entitled as a matter of right, without notice and without giving bond to the Mortgagor or anyone claiming under, by or through it, and without regard to waste, the solvency or insolvency of the Mortgagor or the then value of the premises, to have a receiver appointed of all the mortgaged property and of the earnings, income, rents, issues, profits and proceeds thereof, with such power as the court making such appointment shall confer, and the Mortgagor does hereby irrevocably consent to such appointment.

(e) In case of any sale of the mortgaged property, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, the principal of the Notes and all other indebtedness hereby secured, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the Mortgagee or any holder of any indebtedness hereby secured may bid and become the purchaser, and the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes or such other indebtedness hereby secured and any claims for interest and premium matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes or such other indebtedness hereby secured, including principal and interest thereof, out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash. If at any foreclosure proceeding the mortgaged property shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against the Mortgagor and against the property of the Mortgagor for the amount of such deficiency.

*Section 4.3. Application of Proceeds.* The purchase money proceeds and/or avails of any sale of the mortgaged property, or any part thereof and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) To the payment of costs and expenses of foreclosure of suit, if any, and of such sale; and to the extent permitted by applicable law, the reasonable compensation of the Mortgagee, its agents, attorneys and counsel, and of all proper expenses, liability and advances incurred or made hereunder by the Mortgagee, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) To the payment of the amount then owing or unpaid on the Notes for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then as between the Notes and the principal thereof and interest thereon in each case as the Mortgagee shall in its discretion elect, and in the absence of any such election, then ratably according to the aggregate of such principal and the accrued and unpaid interest, with application on each Note to be made, first, to the unpaid interest thereon, and second, to unpaid principal thereof;

(c) To the payment of any other indebtedness hereby secured; and

(d) To the payment of the surplus, if any, to the Mortgagor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

**Section 4.4. Waiver of Extension, Appraisalment and Stay Laws.** The Mortgagor covenants that, to the extent that such rights may then be lawfully waived, it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisalment of the mortgaged property or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction or, after confirmation of any such sale or sales claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof and, to the extent permitted by applicable law, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the mortgaged property or any part thereof, subsequent to the date of this Mortgage, all benefit and advantage of any such law or laws and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Mortgagee but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

To the extent permitted by applicable law, any sale, whether under any power of sale hereby given, or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Mortgagor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Mortgagor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Mortgagor, its successors or assigns.

**Section 4.5. Effect of Discontinuance of Proceedings.** In case the Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former position and rights hereunder with respect to the property subject to the lien of this Mortgage.

*Section 4.6. Delay or Omission Not a Waiver.* No delay or omission of the Mortgagee to exercise any right or power arising from any default on the part of the Mortgagor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Mortgagee of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom, except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

#### SECTION 5. AMENDMENTS, WAIVERS AND CONSENTS.

Any term, covenant, agreement or condition of this Mortgage may, with the consent of the Mortgagor, be amended or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively) by an instrument in writing executed by the Mortgagor and the Mortgagee.

#### SECTION 6. MISCELLANEOUS.

*Section 6.1. Successors and Assigns.* Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in this Mortgage contained by or on behalf of the Mortgagor, or by or on behalf of the Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

*Section 6.2. Severability.* The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

*Section 6.3. Addresses for Notices and Demands.* All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, if to the parties hereto addressed as follows:

If to the Mortgagor:     The Indiana Rail Road Company  
                                  1414 South West Street  
                                  Indianapolis, Indiana 46225  
                                  Attention: Thomas G. Hoback

If to the Mortgagee:     Harris Trust and Savings Bank  
                                  111 West Monroe Street  
                                  Chicago, Illinois 60690  
                                  Attention: Division C, Ms. Patricia Cook

or as to any party at such other address as such party may designate by notice duly given in accordance with this Section 6.3 to the other parties.

*Section 6.4. Conflict with Security Agreement.* In the event that any provision hereof shall conflict with any provision of the Security Agreement, the terms of the Security Agreement shall govern and control.

*Section 6.5. Fixtures Filings.* This Mortgage shall be a mortgage with respect to all of the mortgaged property hereunder for purposes of Indiana Code 8-1-5-1. Certain of the mortgaged property is or will become fixtures on the real property which is a part of the mortgaged property described or referred to in Granting Clause I of this Mortgage, and this Mortgage upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such of the mortgaged properties which are or may become fixtures. The Mortgagor has an interest of record in such real property.

*Section 6.6. Revolving Credit Loan.* This Mortgage is given to secure, among other things, a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the mortgaged property is located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Credit Agreement or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Sixteen Million Dollars (\$16,000,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the mortgaged property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens,

excepting solely taxes and assessments levied on the mortgaged property, to the extent of the maximum amount secured hereby.

*Section 6.7. Multisite Real Estate Transaction..* The Mortgagor acknowledges that this Mortgage is one of several mortgages and other security documents (the aforesaid being together called the "*Other Security Documents*") which secure the indebtedness evidenced by the Notes and the Credit Agreement. The Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Mortgagee and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantors upon any of the indebtedness hereby secured, or by any failure, neglect or omission on the part of the Mortgagee to realize upon or protect any of the indebtedness hereby secured or any security therefor including the Other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the indebtedness hereby secured or of any of the collateral security therefor, including, without limitation, the Other Security Documents or of any guarantee thereof, and the Mortgagee may at its discretion foreclose, exercise any power of sale (to the extent permitted by applicable law), or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the indebtedness hereby secured, except to the extent of payment, or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

*Section 6.8. Certain Definitions.* Except as otherwise defined herein or unless the context shall otherwise require the following terms shall for all purposes of this Mortgage have the following meanings:

"*Permitted Encumbrances*" shall mean such liens as are permitted by Section 8.13 of the Credit Agreement.

"*Default Rate*" shall mean the rate per annum determined by adding 2% to the rate per annum announced from time to time by the Mortgagee as its prime commercial rate, with any change in such rate per annum as so determined by reason of a change in such prime commercial rate to become effective on the date of such change in said prime commercial rate.

*Section 6.9. Headings and Table of Contents.* The headings of the sections of this Mortgage and the table of contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

*Section 6.10. Counterparts.* This Mortgage may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one instrument.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed or caused this Mortgage to be executed in their respective names by their duly authorized officers all as of the day and year first above written but actually on April 1, 1994.

THE INDIANA RAIL ROAD COMPANY

By Thomas G. Hoback  
Thomas G. Hoback  
Its President

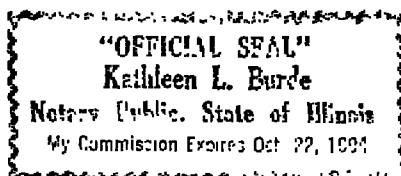
HARRIS TRUST AND SAVINGS BANK

By Thomas J. Carmody  
Thomas J. Carmody  
Its Vice President



STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 1st day of April, 1994, by Thomas G. Hoback, President of The Indiana Rail Road Company as the free and voluntary act and deed of The Indiana Rail Road Company.

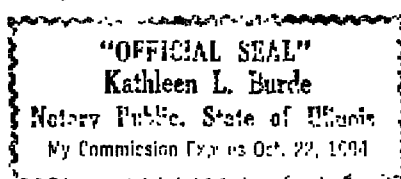


Kathleen L. Burde  
KATHLEEN L. BURDE  
(Name Printed or Typed)  
Notary Public

My county of residence is: COOK  
My commission expires: 10-22-94

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 1st day of April, 1994, by Thomas J. Carmody, Vice President of Harris Trust and Savings Bank, as the free and voluntary act and deed of said Bank.



Kathleen L. Burde  
KATHLEEN L. BURDE  
(Name Printed or Typed)  
Notary Public

My county of residence is: COOK  
My commission expires: 10-22-94

This Instrument Was Prepared By  
and After Recording Return To:  
Lisa A. Olsen  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

## **SCHEDULE A**

### **LEGAL DESCRIPTIONS OF REAL PROPERTY**

All that portion of the right of way and property of the Illinois Central Railroad Company's "Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30, T. 7 N., R. 10 W.; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31, T. 7 N., R. 11 W.; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T. 7 N., R. 12 W., S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T. 7 N., R. 13 W., N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T. 6 N., R. 13 W.; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T. 7 N., R. 14. W.; to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stacy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3, T. 6 N., R. 12 W.; and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34, T. 7 N., R. 11 W.

Situated in the County of Crawford, in the State of Illinois.

EXCEPT all oil gas, coal and other minerals which may underlie premises in question.

PARCEL 1:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects a line extending northerly and southerly perpendicular to said main track in the NW 1/4 SW 1/4 Section 35 T 8 N, R 9 W, at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of said NW 1/4 SW 1/4; said perpendicular line also being the most westerly boundary of that line of Railroad conveyed to the Indiana Rail Road Company by deed dated March 10, 1986, and run westerly on over and across said NW 1/4 SW 1/4 of Section 35, S 1/2 and S 1/2 N 1/2 Section 34, SE 1/4 SE 1/4 Section 33, T 8 N, R 9 W; N 1/2 and NW 1/4 SW 1/4 Section 4, SE 1/4 Section 5, N 1/2 Section 8, NE 1/4 and S 1/2 Section 7, NW 1/4 NW 1/4 Section 18 T 7 N, R 9 W; Section 13, SE 1/4 SE 1/4 Section 14, E 1/2 and SW 1/4 Section 23, S 1/2 S 1/2 Section 22, S 1/2 Section 21, S 1/2 Section 20, NW 1/4 Section 29, E 1/2 and SW 1/4 Section 30 T 7 N, R 10 W to the common "Sullivan County, Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6; including all interest to properties appurtenant to said line of railroad at Sullivan, New Lebanon, Merom and Riverton, Indiana.

**PARCEL 2:**

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30 T 7 N, R 10 W; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31 T 7 N, R 11 W; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T 7 N, R 12 W, S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T 7 N, R 13 W, N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T 6 N, R 13 W; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T 7 N, R 14 W to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stoy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3 T 6 N, R 12 W, and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34 T 7 N, R 11 W.

**PARCEL 3:**

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Jasper County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Crawford County-Jasper County" county line at Mile Post X-141.56 and run westerly on, over and across the S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31 T 7 N R 14 W, 2nd P.M.; S 1/2 Section 31 T 7 N, R 11 E; S 1/2 Section 36, S 1/2 S 1/2 Section 35, SE 1/4 SE 1/4 Section 34 T 7 N, R 10 E; N 1/2 Section 3, S 1/2 N 1/2 and SW 1/4 Section 4, E 1/2 and NW 1/4 Section 5, N 1/2 Section 6 T 6 N, R 10 E; S 1/2 N 1/2 Section 1, S 1/2 N 1/2 Section 2, and NE 1/4 Section 3 T 6 N, R 9 E 3rd P.M. to the West line of the East 282' of said NE 1/4 Section 3 at Mile Post X-155 including all interest to properties appurtenant to said line of railroad at Willow Hill and Newton, Illinois.

A part of the East half of Section 14, Township 3 East, Marion County, Indiana, also being, a part of the Peru and Indianapolis Railroad Company's South Addition, Plat Book 1, Page 157, Kappes and Naltner's South Meridian Street Addition, Plat Book 7, Page 47 and Plat Book 7, Page 24, more particularly described as follows:

Beginning at a point on the East line of Lot No. 13 in said Peru & Indianapolis Railroad Co.'s South Addition 165.00 feet from the Northeast corner of said Lot 13 (said point also being the Southeast corner of McKees' Subdivision, PB 13, Pg.79); thence South 00 degrees 35 minutes 12 seconds East along said East line 1069.75 feet to the South line of Palmer Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 324.00 feet to the Northeast corner of Lot No. 26 in said Peru & Indianapolis Railroad Company's Addition; thence South 00 degrees 35 minutes 17 seconds East along the East line of said Lot No.26 700.55 feet to the South line of Minnesota Street; thence North 89 degrees 09 minutes 07 seconds East along said South line 129.37 feet to the centerline of Church Street as shown on the plat of Kappes & Naltner's South Meridian Street Addition; thence South 00 degrees 45 minutes 54 seconds East along said centerline 447.50 feet to the centerline of an alley; thence North 89 degrees 09 minutes 07 seconds East along said centerline 182.50 feet to the centerline of a North-South alley; thence South 00 degrees 45 minutes 54 seconds East along said centerline 487.50 feet to the South line of Alder Street; thence South 89 degrees 09 minutes 07 seconds West along said South line 528.13 feet to a point 25 feet West of the centerline of the main railroad track; said point also being on a curve to the left having a central angle of 11 degrees 51 minutes 34 seconds the radius point being South 78 degrees 14 minutes 08 seconds West a distance of 907.49 feet from said point; thence Northwesterly along said curve 187.84 feet to the point of tangency thereof; thence North 23 degrees 37 minutes 26 seconds West parallel with said main track 987.65 feet; thence South 66 degrees 22 minutes 34 seconds West 50.00 feet; thence North 23 degrees 37 minutes 26 seconds West 879.00 feet to a point on a curve to the right having a central angle of 06 degrees 11 minutes 56 seconds the radius point of said curve being South 32 degrees 54 minutes 19 seconds West a distance of 370.78 feet from said point; thence Southeasterly along said curve 40.11 feet; thence North 72 degrees 34 minutes 57 seconds East 35.17 feet to a point on a curve to the right having a central angle of 25 degrees 28 minutes 49 seconds the radius point of said curve being North 66 degrees 47 minutes 45 seconds East a distance of 1129.33 feet from said point; thence Northerly along said curve 502.23 feet to a point; thence North 01 degree 46 minutes 56 seconds East 306.59 feet; thence North 15 degrees 28 minutes 46 seconds East 206.58 feet to a point 203.96 feet from the Northwest corner of Lot No. 10 in said Peru & Indianapolis Railroad Company Addition said point also being on the South line of Wisconsin Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 84.90 feet to a point 58.00 feet from the East line of Lot No. 10 in said addition; thence South 00 degrees 35 minutes 12 seconds East parallel with said East line 350.00 feet; thence North 88 degrees 43 minutes 17 seconds East parallel with the South line of Wisconsin Street 255.37 feet to the East line of Lot No. 11; thence North 00 degrees 35 minutes 12 seconds West along said East line 185.00 feet to the South line of said McKees' Subdivision; thence North 88 degrees 43 minutes 17 seconds East along said South line 329.93 feet to the POINT OF BEGINNING.

PARCEL 1 - Marion County, Indiana

Lots Numbered 10, 11, 12, 13, 20, 21, 22, 23, 24, 25 and 26 in Peru and Indianapolis Rail Road Company's South Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana. Also that part of Nebraska Street, hertofore vacated, lying South of and adjacent to said Lots Numbered 10, 11, 12 and 13 and North of and adjacent to said Lots Numbered 20, 21 and 22 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Palmer Street, heretofore vacated, lying South of and adjacent to said Lots Numbered 20, 21 and 22 and North of and adjacent to said Lots 23, 24 and 25 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Senate Avenue, heretofore vacated, lying East of and adjacent to said Lot Numbered 25 and West of and adjacent to said Lot Numbered 26. EXCEPT HOWEVER, that part described as follows:

Beginning at a point on the East line of South West Street distant 390 feet measured South 0 degrees 24 minutes East along said East line from the North line of said Lot 10, said point also being 35 feet East of the center line of West Street; running thence North 89 degrees 36 minutes East 100.45 feet to a point 15 feet Westerly at right angles from the center line of a railroad switch track; thence South 07 degrees 22 minutes West and parallel with said track 115 feet; thence North 89 degrees 36 minutes East 44.73 feet to a point 20 feet West of the center line of a railroad track; thence in a Southeasterly direction parallel with said track 502.22 feet along an arc to the left having a radius of 1129.33 feet and subtended by a long chord having a bearing of South 10 degrees 11 minutes 30 seconds East and a length of 498.10 feet; thence South 74 degrees 02 minutes 30 seconds West crossing a railroad tract, a distance of 35.17 feet to a point 15 feet Southwesterly from the center of said railroad track; thence Northwesterly parallel with said track 200.76 feet along an arc to the left having a radius of 370.78 feet and subtended by a long chord having a bearing of North 65 degrees 54 minutes 22 seconds West and a length of 198.32 feet, to the East line of South West Street; thence North 0 degrees 24 minutes West and along said East line 532 feet to the point of beginning.

ALSO EXCEPT that part described as follows:

Beginning at the Northwest corner of said Lot #10, said point also being the intersection of the South right-of-way line of Wisconsin Street and the East right-of-way line of South West Street; thence North 89 degrees 00 minutes East on and along the North line of said Lot #10, 183.96 feet to a point 20 feet west along said right-of-way line from the centerline of the Illinois Central Gulf Railroad most westerly track; thence South 13 degrees 44 minutes 05 seconds West 100 feet to a point 15 feet West at right angles from the said centerline; thence South 16 degrees 05 minutes 46 seconds West 102.65 feet parallel with the said centerline to the P.C. of a curve to the

PARCEL 1 continued

left, said curve having a radius of 623.00 feet and a Delta of 11 degrees 21 minutes; thence Southerly along said curve parallel with said centerline 123.41 feet to the P.T. thereof; thence South 4 degrees 44 minutes 46 seconds West 75.82 feet and parallel with said centerline; thence South 89 degrees 36 minutes West 100.45 feet to the said East right-of-way line of South West Street; thence North 0 degrees 24 minutes West on and along said East right-of-way line 390.00 feet to the point of beginning.

ALSO EXCEPT part of Lots 22, 23 and 24 and part of a vacated street lying between Lots 22 and 23 in the Peru and Indianapolis Railroad Company's South Addition to the City of Indianapolis, as recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana, and also a part of Section 14, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, all more particularly described as follows:

Beginning at a point in the east line of West Street as fixed by Declaratory Resolution No. 15124, adopted April 10, 1934, by the Board of Public Works of the City of Indianapolis, said point being thirty-five (35) feet east of the center line of West Street and two hundred fifty-three and forty-seven hundredths (253.47) feet north of the south line of Lot 22 in said Peru and Indianapolis Company's South Addition; running thence southwardly along the said east line of West Street a distance of four hundred sixty-three and forty-seven hundredths (463.47) feet to a point; thence east ten (10) feet to a point forty-five (45) feet from the center line of West Street; thence southwardly along the said east line of West Street five hundred seventy-one (571) feet, more or less to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT, FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (west of White River) TO MORRIS STREET, PLAN NO. 21,1927"

adopted by the Board of Public Works of the City of Indianapolis, February 2, 1927, as a part of Declaratory Resolution No. 13258, recorded January 9, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855, page 148; thence eastwardly following the meanderings of said thread of stream to a point in a line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street, said point being eight hundred sixty-five (865) feet, more or less, south of the north line of Lot 24 in said Peru and Indianapolis Railroad Company's South Addition; thence northwardly along said line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street a distance of three hundred five and ninety-five hundredths (305.95) feet, more or less, to a point in a line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central

PARCEL 1 continued

System, said point being five hundred fifty-nine and five hundredths (559.05) feet south of the north line of said Lot 24; thence north-eastwardly along the line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System a distance of six hundred sixty-nine and four tenths (669.4) feet to a point in the south line of Lot 22 in said Peru and Indianapolis Railroad Company's South Addition, said point being two hundred sixty-four and eleven hundredths (264.11) feet east of the center line of West Street; thence northwestwardly along an extension of the aforesaid line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System, a distance of two hundred ten and six hundredths (210.06) feet to a point in a curved line fifteen (15) feet southwestwardly and parallel to the center line of the railroad switch track which runs westwardly across West Street and into Lot 31 of the Peru and Indianapolis Railroad Company's South Addition, thence westwardly along a curve to the left, said curve having a radius of three hundred seventy and seventy-eight hundredths (370.78) feet, and whose tangent at the beginning deflects thirty-three (33) degrees and nineteen (19) minutes to the left, a distance of one hundred fifty-eight and sixty hundredths (158.60) feet, more or less, to the place of beginning.

Lots Numbered 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 5, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 6, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 7, all in Kappes and Naltner's South Meridian Street Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, page 47, in the Office of the Recorder of Marion County, Indiana. Also the South Half of an alley, heretofore vacated, lying North of and adjacent to said Lot Numbered 26 in Block 5. Also all of the North-South alley, heretofore vacated, in said Block 6 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the North-South alley, heretofore vacated, in said Block 7 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the East-West alley, heretofore vacated, North of and adjacent to said Block 6 and South of and adjacent to said Block 7. Also part of Church Street, heretofore vacated, more particularly described as follows: Beginning at the Northeast corner of Lot Numbered 1 in Block 7 in said Kappes and Naltner's South Meridian Street Addition, thence East along the South right-of-way line of Minnesota Street a distance of 25 feet to a point; thence South, parallel with the West lines of Lots 26 thru 14 in Block 8 in said Kappes and Naltner's South Meridian Street Addition a distance of 447.5 feet to a point, said point being 25 feet West and 5.5 feet North of the Northwest corner of Lot Numbered 26 in Block 5 in said Kappes and Naltner's South Meridian Street Addition; thence East a distance of 25 feet to a point which is 5.5 feet North of the North



PARCEL 1 continued

West corner of Lot Numbered 26 in Block 5 in said Kappes and Naltner's South Meridian Street Addition; thence South on and along an extension of the West line of Lot Numbered 26 in Block 5 and the West lines of Lots 26 thru 14 in said Kappes and Naltner's South Meridian Street Addition, a distance of 447.5 feet to a point, said point being the South West corner of said Lot Numbered 14 in Block 5; thence West a distance of 50 feet to a point, said point being the South East corner of Lot Numbered 13 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence North upon and along the East lines of Blocks 6 and 7 in said Kappes and Naltner's South Meridian Street Addition a distance of 895 feet to a point, said point being the North East corner of Lot Numbered 1 in Block 7 in said Kappes and Naltner's South Meridian Street Addition and THE POINT OF BEGINNING.

Also part of Adler Street heretofore vacated, part of Senate Avenue heretofore vacated, and a part of Minnesota Street heretofore vacated, more particularly described as follows: Beginning at the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition, thence South along an extension of the East line of said Lot a distance of 40 feet to a point in the North line of Block 2 in said Kappes and Naltner's South Meridian Street Addition, thence West along the North line of Block 2 and 1 in said Kappes and Naltner's South Meridian Street Addition a distance of 599 feet to a point distant 20 feet South of the South East corner of Lot Numbered 226 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24; thence North on and along an extension of the East line of Lot 226 and the East line of Lots Numbered 226 thru 240 in said Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24, a distance of 965 feet to a point, said point being the North East corner of said Lot Numbered 240; thence East upon and along an extension of the North line of said Lot Numbered 240 a distance of 297 feet to a point, said point being distant 30 feet North and 65 feet East of the North West corner of Lot Numbered 1 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47; thence South a distance of 30 feet to a point in the North line of said Lot Numbered 1 in Block 7, said point being distant 65 feet east from the North West corner thereof; thence West upon and along the North line of Lots Numbered 1 and 26 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 247 feet to a point, said point being the North West corner of said Lot Numbered 26 in Block 7; thence South on and along the West lines of Lots 26 thru 14 in Block 7, and Lots 26 thru 14 in Block 6, all in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 895 feet to a point, said point being the South West corner of Lot Numbered 14 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence East upon and along the South lines of Lots 14 and 13 in Block 6 and Lot 14 in Block 5,

PARCEL 1 continued

all in said Kappes and Naltner's South Meridian Street Addition a distance of 549 feet to a point, said point being the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition and the POINT OF BEGINNING. EXCEPT HOWEVER, that part described as follows:

A part of the east half of Section 14, Township 15 North, Range 3 East, situated in Indianapolis, Marion County, Indiana and being more particularly described as follows, to-wit:

The point of beginning of the following description is the intersection of the north right of way line of the Indianapolis Union Railway Company (as shown in Deed Record #900, page #460) with a line 495.84 feet east of the east line of West Street (said line being parallel with West Street and said distance being measured perpendicularly to West Street, said West Street being located as shown in Plat Book #1 page 157 in the Recorder's Office of Marion County). From said point of beginning proceed thence North 0 degrees 34 minutes 50 seconds West (the bearing assumed from a compass observation) along a line parallel with West Street for a distance of 1041.78 feet; thence North 66 degrees 22 minutes 34 seconds East for a distance of 50.00 feet; thence South 23 degrees 37 minutes 26 seconds East, along a line parallel with and 25 feet distant from the main track of the Illinois Central Gulf Railroad, for a distance of 987.65 feet; thence curve right, with a 907.49 foot radius curve for a distance of 187.84 feet (the chord of which bears South 17 degrees 41 minutes 40 seconds East for a distance of 187.50 feet); thence North 89 degrees 48 minutes 52 seconds West, along the South line of vacated Adler Street, for a distance of 79.70 feet; thence North 0 degrees 57 minutes 27 seconds East, along the west line vacated Senate Avenue, for a distance of 20.00 feet; thence North 89 degrees 48 minutes 52 seconds West, along the north line of Lot 241 of Kappes and Naltner's South Meridian Street Addition, for a distance of 108.40 feet; thence South 17 degrees 31 minutes 04 seconds West, along the west line of the aforesaid Lot #241, for a distance of 42.45 feet, said point being 159.3 feet from the intersection of the west line of Lot #241 with the center line of the bridge of the Indianapolis-Union Railway Company over White River, as extended easterly; thence North 81 degrees 45 minutes 40 seconds West, with the right of way of the Indianapolis Union Railway, for a distance of 290.48 feet to the point of beginning.

PARCEL 2

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

1. Deed Record 47, page 417 (fee simple)
2. Deed Record 47, page 427 (fee simple)
3. Deed Record 51, page 233 (fee simple)
  - Excepting therefrom:
    - Deed Record 268, pages 330-332,
    - Deed Record 268, pages 333-335; and
    - Deed Record 303, pages 60-62
4. Deed Record 47, page 404 (fee simple)
  - Excepting therefrom:
    - Deed Record 268, pages 330-332,
    - Deed Record 268, pages 333-335,
    - Deed Record 303, pages 60-62,
    - Deed Record 92, page 406, and
    - Deed Record 309, pages 453-455

Northeast Quarter

1. Deed Record 47, page 516 (fee simple)
2. Deed Record 47, page 517 (fee simple)
3. Deed Record 47, page 398 (fee simple)
  - Excepting therefrom:
    - Deed Record 264, pages 305-306,
    - Deed Record 264, pages 307-308,
    - Deed Record 304, pages 97-99, and
    - Deed Record 293, pages 243-245
4. Deed Record 48, page 9 (fee simple)
  - Excepting therefrom:
    - Deed Record 264, pages 307-308
5. Deed Record 47, page 395 (fee simple)
  - Excepting therefrom:
    - Deed Record 264, pages 305-306 and
    - Deed Record 304, pages 97-99
6. Deed Record 47, page 281 (fee simple)
  - Excepting therefrom:
    - Deed Record 264, pages 305-306 and
    - Deed Record 304, pages 97-99
7. Deed Record 47, page 426 (fee simple)
  - Excepting therefrom:
    - Deed Record 264, pages 305-306 and
    - Deed Record 304, pages 97-99
8. Deed Record 49, page 411 (fee simple)
  - Excepting therefrom:
    - Deed Record 118, page 210

PARCEL 2 continued

10. Deed Record 48, page 51 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
11. Deed Record 47, page 524 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
12. Deed Record 48, page 53 (fee simple)  
- Excepting therefrom;  
Deed Record 118, page 210
13. Deed Record 47, page 525 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
14. Deed Record 52, page 76 (fee simple)  
- Excepting therefrom:  
Deed Record 106, page 39
15. Deed Record 48, page 132 (fee simple)
16. Deed Record 47, page 407 (fee simple)  
- Excepting therefrom:  
Deed Record 106, page 39

All the strips of land of varying widths contained in the following descriptions constituting a continuous line of railroad right of way starting with the beginning point in Marion County and ending with the termination point in Sullivan County, including the Bloomington to Victor Branch in Monroe County, Indiana:

PARCEL 3

The following described lands and property situated in the County of Marion and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Marion County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the South line of Wisconsin Street, Indianapolis, Indiana, at approximate railroad Mile Post X-1.19 in the NE/4 Section 14, T.15 N., R.3 E., and run southerly on, over and across the E/2 and SW/4 said Section 14, NW/4 NE/4 and W/2 Section 23, SE/4 SE/4 Section 22, W/2 W/2 Sections 26 and 35, and E/2 E/2 Sections 27 and 34, said T.15 N., R.3 E.; W/2 W/2 Sections 2 and 11, and E/2 E/2 Sections 3, 10, 15 and 22, T.14 N., R.3 E.; to the South line of the SE/4 SE/4 said Section 22, T.14 N., R.3 E.; being the common "Marion County - Johnson County" county line at approximate Mile Post X-9.42; including all interest to properties appurtenant to said line of railroad and situated South of Wisconsin Street at Indianapolis, Indiana; excepting therefrom, at Indianapolis, Indiana, in the N/2 SW/4 said Section 23, T.15 N., R.3 E.; that tract of land bounded: on the North by the North line of said N/2 SW/4 Section 23; on the South by the center of Pleasant Run Creek; on the West by the White River; and on the East by a line parallel and/or concentric with and 25' normally distant westerly from the aforesaid main track centerline.

PARCEL 4

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northeast Quarter

Deed Record 47, page 534

(right-of-way)

Section 34, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

Deed Record 47, page 429

(right-of-way)

Southeast Quarter

1. Deed Record 47, page 403

(right-of-way)

2. Deed Record 49, page 532

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #2

Northeast Quarter

Deed Record 47, page 511

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #3

Section 35, Township 9 North, Range 1 West, Monroe County, Indiana

Southwest Quarter

Deed Record 47, page 409

(right-of-way)

- Excepting therefrom:

Deed Record 276, pages 368-373

Southeast Quarter

Deed Record 47, page 289

(right-of-way)

PARCEL 4 continued

Section 36, Township 9 North, Range 1 West, Monroe County, Indiana

1. Deed Record 47, page 287
2. Deed Record 47, page 406
3. Deed Record 47, page 411

(right-of-way)

(right-of-way)

(right-of-way)

Section 25, Township 9 North, Range 1 West, Monroe County, Indiana

1. Deed Record 50, page 54
2. Deed Record 47, page 410
3. Deed Record 52, pages 436-437

(right-of-way)

(right-of-way)

(right-of-way)

PARCEL 5

The following described lands and property situated in the County of Johnson and State of Indiana to wit:

1 that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the North line of the NE/4 NE/4 Section 27, T.14 N., R.3 E.; being the common "Johnson County - Marion County" county line at approximate railroad Mile Post X-9.42, and run southerly on, over and across the E/2 NE/4 said Section 27, W/2 NW/4 and SW/4 Section 26, and E/2 W/2 Section 35, said T.14 N., R.3 E.; W/2 E/2 Section 2, E/2 W/2 and W/2 E/2 Sections 11 and 14, W/2 E/2 Sections 23 and 26, and W/2 NE/4 and S/2 Section 35, T.13 N., R.3 E.; E/2 W/2 Section 2, E/2 W/2 and W/2 E/2 Section 11, E/2 W/2 Sections 14 and 23, E/2 W/2 and W/2 E/2 Section 26, and N/2, NW/4 NE/4 and SW/4 Section 35, T.12 N., R.3 E.; and, NW/4 NW/4 Section 2, N/2 Section 3, E/2 and SW/4 Section 4, NW/4 NW/4 Section 9, E/2 and SE/4 SW/4 Section 8, NW/4 Section 17, SE/4 NE/4 and S/2 Section 18, and NW/4 Section 19, T.11 N., R.3 E.; to the West line of said NW/4 Section 19, T.11 N., R.3 E.; being the common "Johnson County - Morgan County" county line at approximate Mile Post X-29.42; including, all interest to property appurtenant to said line of railroad at Frances, Bargersville and Anita, Indiana; excepting therefrom, all that portion of Grantor's property in the E/2 NW/4 said Section 35, T.12 N., R.3 E., lying West of a line parallel with and 25' normally distant westerly from the center of the main track of said line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the West line of the W/2 SW/4 Section 31, T.11 N., R.3 E.; being the common "Johnson County-Morgan County" county line at railroad Mile Post X-31.92, and run southerly on, over and across said W/2 SW/4 Section 31, to the South line thereof, being the common "Johnson County-Brown County" county line at Mile Post X-32.29.



PARCEL 6

The following described lands and property situated in the County of Morgan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf

Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Morgan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the SE/4 NE/4 Section 24, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at railroad Mile Post X-29.42, and run southerly on, over and across said SE/4 NE/4 and the SE/4 said Section 24, W/2 E/2 Section 25, and E/2 Section 36, said T.11 N., R.2 E.; to the East line of the NE/4 SE/4 said Section 36, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at Mile Post X-31.92; including, all interest to properties appurtenant to said line of railroad at Morgantown, Indiana; excepting therefrom, at Morgantown, Indiana: First) Begin at point on West line of Lot 6, Jacob Adams' Addition, 7' North from the North line of Washington Street, and run North along said West line Lot 6, to a point 140' South from the South line of Mulberry Street; thence East 14.81'; thence N.16°E. 32'; thence N.31°45'E. 101.42'; thence North 23' to a point in the aforesaid South line of Mulberry Street 77' East from the NW corner said Lot 6; thence northerly in a straight line, to the SW corner Lot 30, Obenshain and Davenport's addition, in the North line aforesaid Mulberry Street 151.5' West from the West line of Highland Street; thence northerly in a straight line, to the NW corner Lot 26, said Obenshain and Davenport's addition, in the South line of Park Street; thence easterly along said South line of Park Street, to a point 27' West from the East line of aforesaid Highland Street; thence northerly at a right angle to the last described course, to the North line of aforesaid Park Street; thence East along the last said North line 27', to said East line of Highland Street; thence North along the last said East line, to the NW corner Lot 11, said Obenshain and Davenport's addition; thence east along the North line of said Lot 11, to the NE corner thereof; thence northeasterly in a straight line 323.32', to the East line of the W/2 SE/4 Section 24, T.11 N., R.2 E.; thence South along the last said East line, to a line parallel and/or concentric with and 25' normally distant westerly from the center of the main track of the aforesaid line of railroad; thence southwesterly along said parallel and/or concentric line, to a line parallel and/or concentric with and 10' normally distant westerly from the centerline of Grantor's house track; thence southwesterly along the last said parallel and/or concentric line, to the aforesaid North line of Washington Street; thence West along the last said North line, 8'; thence North at a right angle to the last described course, 19'; thence westerly in a straight line 85' to return to the point of beginning. - Second) That triangular part of the E/2 SE/4 Section 24, T.11 N., R.2 E.; lying Northwest of a line parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and South of the South line of the original 38' wide right-of-way of the former Cleveland, Cincinnati, Chicago and St. Louis Railway Company. - Third) That part of the W/2 SE/4 Section 24, T.11 N., R.2 E.; lying North of the eastern extension of the South line of Lot 8, Obenshain and Davenport's addition; South of the western extension of the South line of that tract of land conveyed to the East Hill Cemetery Corporation 3-25-1976; and East of a line parallel and/or concentric with and 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - And, Fourth) All that part of Parcel No. 1 of three parcels of land acquired from the

PARCEL 6 continued

Cleveland, Cincinnati, Chicago and St. Louis Railway Company 7-21-1943 (Deed Book 114 - Page 330), lying West of Highland Street; East of Church Street; and South of the South line of the NW 38' in equal width of said Parcel No. 1 of the property acquired 7-21-1943 (Deed Book 114 - Page 330).

PARCEL 7

The following described lands and property situated in the County of Monroe and State of Indiana to wit:

1 that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the East line of the NE/4 NE/4 Section 2, T.9 N., R.1 E.; being the common "Monroe County - Brown County" county line at approximate railroad Mile Post X-43.6, and run southwesterly on, over and across the N/2 N/2 said Section 2, N/2 Section 3, S/2 N/2 and SW/4 Section 4, NW/4 NW/4 Section 9, N/2 and SW 4 Section 8, NW/4 NW/4 Section 17, and N/2 and SW/4 Section 18, said T.9 N., R.1 E.; E/2 SE/4 Section 13, E/2 Section 24, E/2 and SE/4 SW/4 Section 25, W/2 Section 36, S/2 Section 35, N/2 SE/4 and S/2 N/2 Section 34, N/2 Section 33, NE/4 and S/2 Section 32, and SE/4 Section 31, T.9 N., R.1 W.; NW/4 NE/4 and NW/4 Section 6, T.8 N., R.1 W.; and, S/2 NE/4 and S/2 Section 1, SE/4 SE/4 Section 2, N/2 and SW/4 Section 11, E/2 SE/4 Section 10, NE/4, SE/4 NW/4, NW/4 SE/4 and SW/4 Section 15, W/2 NW/4 Section 22, N/2 Section 21, S/2 N/2 and SW/4 Section 20, S/2 S/2 Section 19, and N/2 NW/4 Section 30, T.8 N., R.2 W.; to the West line of the NW/4 NW/4 said Section 30, T.8 N., R.2 W.; being the common "Monroe County - Greene County" county line at approximate Mile Post X-65.6; including, all interest to properties appurtenant to said line of railroad at Unionville, New Unionville, Bloomington, Kirby and Elwren, Indiana; excepting therefrom, at Bloomington: First) that part of the S/2 NE/4 and N/2 SE/4 Section 32, T.9 N., R.1 W., described as follows: Begin at the point where a line that lies parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad intersects the South line of the 60' wide right-of-way of the Seaboard System Railroad, and run southwesterly along said parallel and/or concentric line, 1,100' to a point; thence northwesterly at a right angle to the last described course, 245' more or less to the aforesaid South line of the Seaboard System 60' wide right-of-way; thence easterly along said South right-of-way line, to return to the point of beginning. - Second) All that portion of Lots 64, 66, 68 and 70, Fairview Addition, lying southeasterly of and adjacent to a line parallel with and 85' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - Third) Begin at a point in the West line of Adams Street 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad, and run South along said West line, 80' more or less to the SW corner of that tract of land acquired from A. Christy, et ux, 3-2-1905 (Deed Book 47 - Page 519); thence easterly at a right angle to the last described course 214.5'; thence north parallel with said West line of Adams Street, to a line parallel with and 25' normally distant southeasterly from said main track centerline; thence southwesterly along said parallel line, to return to the point of beginning. - Fourth) Begin at a point on the West line SW/4 SW/4 Section 32, T.9 N., R.1 W. 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and run northeasterly in a straight line, to a point on the East line of Spring Street 75' normally distant northwesterly from said main track centerline; thence North along said East line 41'; thence West, 410' to the aforesaid West line SW/4 SW/4 Section 32; thence South along said West line, 232' to return to the point of beginning. - Fifth) All that triangular portion of a 2.05 triangular shaped tract of land situated in the SE/4 Section 31, T.9 N., R.1 W., as acquired from H. B.

Lively, et al, 4-20-1906 (Deed Book 50 - Page 200) to a line parallel with and 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad. - And, Sixth) Begin at a point on the North Line of Seventh Street 127' West from the West line of Adams Street, said point lying in the West line of a 12' wide North-South alley, and run West along said North line, to a point 75' normally distant southeasterly from the center of the main track of the aforesaid line of railroad; thence northwesterly perpendicular to said center of main track 25'; thence northeasterly parallel with said main track, to the aforesaid West line of a 12' wide alley; thence South along said alley line, to return to the point of beginning. - All of Grantor's property varying in width and irregular in shape situated in the NE/4 SW/4 and NW/4 Section 34, and E/2 NE/4 Section 33, T.8 N., R.2 W. - And, at Elwren: First) A 40' wide parcel lying northerly of and adjacent to a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad and extending easterly approximately 137' from the West line of the SW/4 SE/4 Section 19, T.8 N., R.2 W., to a right-of-way width change; thence continuing easterly said parcel 100' wide lying northerly of and adjacent to said line parallel with and 50' normally distant northerly from said main track center, a distance of 600'. - And, Second all that part of the S/2 SE/4 Section 19, T.8 N., R.2 W., lying West of the East line of the West 330' of the SE/4 SE/4 said Section 19 and lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Bloomington, Indiana to Victor, Indiana" line that extends in a general southerly direction, on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows; Begin at the line common to the aforesaid line of railroad that runs from Indianapolis, Indiana to Sullivan, Indiana and said line of railroad that runs from Bloomington, Indiana to Victor, Indiana (vicinity railroad Mile Post X-57.1 and railroad Mile Post XA-0) in the SW/4 Section 32, T.9 N., R.1 W.; and run southerly on, over and across said SW/4 Section 32, T.9 N., R.1 W.; NW/4, SW/4 NE/4 and SE/4 Section 5, NE/4 Section 8, W/2 W/2 Sections 9 and 16, E/2 E/2 Section 17, E/2 Section 20, NW/4 NE/4 and W/2 Section 29, E/2 SE/4 Section 30, and N/2 and SW/4 Section 31, T.8 N., R.1 W.; W/2 Section 6, T.7 N., R.1 W.; SE/4 Section 1 and E/2 Section 12, T.7 N., R.2 W.; to the end of track and railroad ownership in the SE/4 said Section 12, T.7 N., R.2 W.; at Mile Post XA-9.16; including, all property appurtenant to said line of railroad at Bloomington, Indiana; excepting therefrom, at Bloomington: First) Begin at the intersection of the North line of Sixth Street with the West line of Hopewell Street, and run East along said North line, 140' to the West line of a 12' wide alley; thence North along said "West" alley line, 162' to the North line of a 15' wide alley; thence westerly parallel with the aforesaid North line of Sixth Street, to a line parallel and/or concentric with and 25' normally distant southeasterly from the East leg of the existing wye trackage; thence southwesterly along said parallel and/or concentric line, to a line parallel with and 196' normally distant southerly from the aforesaid North line of Sixth Street; thence easterly along the last said parallel line, to the aforesaid West line of Hopewell Street; thence North along said West line to return to the point of beginning. - Second) All that triangular portion of that 1.58 acre triangular shaped parcel situated in the SW/4 Section 32, T.9 N., R.1 W., as acquired from H. B. Lively, et al, 12-4-1906 (Deed Book 50 - Page 200) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northeasterly from the center of the main track of said "Bloomington to Victor" Branch. - And, Third) All that triangular portion of that 0.96 acre triangular shaped parcel situated in the E/2 NW/4 Section 5, T.8 N., R.1 W., as acquired from R. H. Rice, et ux, 4-3-1904 (Deed Book 51 - Page 164) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northeasterly from the center of the main track of the

PARCEL 8

The following described lands and property situated in the County of Brown and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Brown County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the North line of the NW/4 NW/4 Section 6, T.10 N., R.3 E.; being the common "Brown County - Johnson County" county line at railroad Mile Post X-32.29, and run southerly and southwesterly on, over and across the W/2 W/2 said Section 6, T.10 N., R.3 E.; SE/4 NE/4 and NE/4 SE/4 Section 1, T.10 N., R.2 E.; W/2 and W/2 SE/4 Section 7 and NW/4 NE/4 and W/2 Section 18, said T.10 N., R.3 E.; SE/4 SE/4 Section 13, NE/4 and S/2 Section 24, SE/4 SE/4 Section 23, NE/4 and W/2 Section 26, N/2 NW/4 Section 35, N/2 N/2 Section 34, N/2 NE/4 and NE/4 NW/4 Section 33, SW/4 SE/4 and S/2 SW/4 Section 28, S/2 SE/4 and SE/4 SW/4 Section 29, NW/4 Section 32, and SE/4 NE/4 and S/2 Section 31, said T.10 N., R.2 E.; and N/2 N/2 Section 1, T.9 N., R.1 E.; to the West line of the NW/4 NW/4 said Section 1, T.9 N., R.1 E.; being the common "Brown County - Monroe County" county line at Mile Post X-43.6; including, all interest to properties appurtenant to said line of railroad at Helmsburg and Trevlac, Indiana; excepting therefrom, at Helmsburg - begin a point on the East line NW/4 NE/4 Section 34, said T.10 N., R.2 E., 140' normally distant southerly from the aforesaid main track centerline, and run westerly parallel with said main track centerline 500' to a property corner; thence northerly at a right angle to the last described course 100'; thence easterly parallel with said main track centerline, to a line parallel and/or concentric with and 10' normally distant southerly from the centerline of the southernmost track (house track); thence easterly along said parallel and/or concentric line, to the aforesaid East line NW/4 NE/4 Section 34; thence South along said East line, to return to the point of beginning. - And, at Trevlac - Begin at the easternmost corner of that 1.45 acre tract acquired from H. McLary, et ux, 5-12-1906 (Deed Book 25 - Page 450) said point situated in the SW/4 SE/4 Section 29, said T.10 N., R.2 E., 150' normally distant southeasterly from the aforesaid main track centerline, and run southwesterly parallel and/or concentric with said main track centerline, along the South line of railroad right-of-way, 1200' to the westernmost corner of that 1.39 acre tract acquired from L. B. Calvert and C. A. Calvert 5-12-1906 (Deed Book 25 - Page 448); thence N.10°40'E., to a line parallel and/or concentric with and 25' normally distant southeasterly from said main track centerline; thence northeasterly along the last said parallel and/or concentric line, to a line that bears N.30°30'W. from said point of beginning; thence S.30°30'E., to return to said point of beginning.

PARCEL 9

The following described lands and property situated in the County of Greene and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Greene County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the NE/4 NE/4 Section 25, T.8 N., R.3 W.; being the common "Greene County - Monroe County" county line at approximate railroad Mile Post X-65.6, and run westerly on, over and across the NE/4 and S/2 said Section 25, the NW/4 NW/4 Section 36, N/2 Section 35, SE/4 NE/4 and N/2 S/2 Section 34, N/2 SE/4 and SW/4 Section 33, S/2 S/2 Section 32, and SE/4 SE/4 Section 31, T.8 N., R.3 W.; N/2 N/2 Section 6, T.7 N., R.3 W.; N/2 Section 1, S/2 N/2 Sections 2 and 3, N/2 Section 4, and NE/4 Section 5, T.7 N., R.4 W.; S/2 S/2 Section 32 and S/2 SE/4 Section 31, T.8 N., R.4 W.; N/2 and SW/4 Section 6, said T.7 N., R.4 W.; SE/4 Section 1, NW/4 NE/4 and W/2 Section 12, W/2 W/2 Section 13, E/2 SE/4 Section 14, E/2 Section 23, N/2 Sections 26 and 27, S/2 SW/4 Section 22, S/2 S/2 Section 21, S/2 Section 20, and N/2 S/2 Section 19, T.7 N., R.5 W.; N/2 S/2 Section 24, N/2 SE/4 and S/2 N/2 Section 23, NE/4, S/2 SW/4 and N/2 S/2 Section 22, N/2 S/2 Sections 21 and 20, and N/2 S/2 and S/2 SW/4 Section 19, T.7 N., R.6 W.; and, S/2 N/2 and N/2 S/2 Sections 24, 23, 22 and 21, NE/4 Section 20, SW/4 SE/4, SW/4 and SW/4 NW/4 Section 17, NE/4 and NE/4 NW/4 Section 18, and SW/4 Section 7, T.7 N., R.7 W.; to the West line of the NW/4 SW/4 said Section 7, T.7 N., R.7 W.; being the common "Greene County - Sullivan County" county line at approximate Mile Post X-100.2; including, all interest to properties appurtenant to said line of railroad at Solsberry, Tulip, Bloomfield, Elliston, Switz City and Linton, Indiana; excepting therefrom, at Solsberry: First) All that portion of the North Half of Lots 26, 27, 28 and 29, Town of Solsberry, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - Second) All that portion of a 0.66 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Third) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Fourth) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings Greene County Circuit Court, November Term/1905, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, Fifth) All of a 2.1 acre tract of land acquired from the Madison Coal Corporation 11-10-1953 (Deed Book 136 - Page 420), said tract situated in the SW/4 SE/4 Section 33, T.8 N., R.3 W., lies North of a line parallel and/or concentric with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - At Tulip, First) A 40' wide strip lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4

PARCEL 9 continued

Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of the East 523' said NW/4 NW/4, a distance of 233'. - Second) All of a 150' wide parcel lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said NW/4 NW/4, to the West line of the East 528' said NW/4 NW/4. - Third) A 50' wide strip lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad in the SE/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said SE/4 SW/4, a distance of 200'. - Fourth) That part of the W/2 NW/4 Section 4, T.7 N., R.4 W.; lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad and North of the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Fifth) All of that 0.44 acre triangular shaped tract in the SW/4 NW/4 Section 4, T.7 N., R.4 W.; lying South of and fronting 493' on the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Sixth) All of that 0.36 acre triangular shaped tract in the E/2 NE/4 Section 5, T.7 N., R.4 W.; lying West of and fronting 280' on the East line of said E/2 NE/4, being all of the second of two parcels of land acquired from E. Watson, et ux, 12-24-1906 (Deed Book 81 - Page 358). - And, Seventh) All that part of the S/2 S/2 Section 32, T.8 N., R.4 W.; lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, at Bloomfield, all that portion of Block "M", Aden G. Cavin's addition lying West of the West line of that tract of land conveyed to L. Floyd and B. J. Floyd 5-31-1903 and South of a line parallel and/or concentric with and 10' normally distant southerly from the center of the southernmost track of the aforesaid line of railroad, said parcel situated in the SE/4 NE/4 Section 27, T.7 N., R.5 W.

PARCEL 10

The following described lands and property situated in the County of Sullivan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the East line of the NE/4 SE/4 Section 12, T.7N., R.8 W.; being the common "Sullivan County - Greene County" county line at approximate railroad Mile Post X-100.2, and run northwesterly and westerly on, over and across said NE/4 SE/4 and the N/2 said Section 12, W/2 SW/4 Section 1, and E/2 and NW/4 Section 2, said T.7 N., R.8 W.; SW/4 SW/4 Section 35, S/2 and SW/4 NW/4 Section 34, N/2 Sections 33, 32 and 31 T.8 N., R.8 W.; and, S/2 NE/4 and N/2 S/2 Section 36 and N/2 S/2 Section 35, T.8 N., R.9 W.; to a line extending northerly and southerly perpendicular to said main track centerline in the NW/4 SW/4 said Section 35, T.8 N., R.9 W.; at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of the last said NW/4 SW/4; including, all interest to properties appurtenant to said line of railroad at Dugger and Cass, Indiana; excepting therefrom, First - All of Grantor's abandoned railroad right-of-way situated in that part of the NE/4 SE/4 Section 2, T.7 N., R.8 W. at Dugger, Indiana that lies North of Church Street, East of Neely Street, and Northeast of a line parallel with and 50' normally distant northeasterly from the centerline of the main track of the aforesaid line of railroad as presently located; and, Second - All of Grantor's abandoned 80' wide railroad right-of-way situated in the N/2 NW/4 Section 31, T.8 N., R.8 W.; and in the N/2 NE/4 Section 36, T.8 N., R.9 W.



EXCEPTING HOWEVER THE FOLLOWING DESCRIBED REAL ESTATE

- (1) Legal description for property held by The Indiana Rail Road Company, located in Marion County and listed on the CERCLIS list as "ICG, Illinois Central Gulf, 2200 S. Dakota St., Indianapolis, IN 46225":

The portion of the right-of-way and property of The Indiana Rail Road Company that lies within the tract of land in the NW/4 and NE/4 of Section 23, T. 15 N., R. 3 E., and bounded as follows: On the north by Raymond Street; on the south by Southern Avenue; on the west by the White River; and on the east by West Street and, south of the southernmost extension of West Street, Bluff Road.

- (2) Property owned by The Indiana Rail Road Company in Monroe County, listed on the CERCLIS list as "ICGRR Right-of-Way, SW 1/4, Section 32, T9N, R1W, Bloomington, IN 47401":

The portion of the right-of-way of the Indiana Rail Road Company that lies within the SW/4, Section 32, T. 9 N., R. 1 W.

**SCHEDULE B**  
**To**  
**Mortgage and Security Agreement**  
**With Assignment of Rents**  
**From**  
**The Indiana Rail Road Company**

**DESCRIPTION OF LOCOMOTIVES AND ROLLING STOCK**

**LOCOMOTIVES**

ACCOUNTING ID	LOCO ID	DESCRIPTION	YEAR BUILT	MANUFACTURE BY	HORSE POWER	USE
LOC007	201	LOCOMOTIVE-USED-CF7	1973	EMD	1600	YARD & ROAD
LOC008	2506	LOCOMOTIVE-USED-CF7	1973	EMD	1600	YARD & ROAD
LOC009	2543	LOCOMOTIVE-USED-CF7	1973	EMD	1600	YARD & ROAD
LOC010	2528	LOCOMOTIVE-USED-CF7	1973	EMD	1500	YARD & ROAD
LOC011	2561	LOCOMOTIVE-USED-CF7	1973	EMD	1600	YARD & ROAD
LOC013	7307	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
	7308	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC016	7309	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
	7310	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC018	800	LOCOMOTIVE SDH15 #CSX1007	1988	EMD	1500	ROAD
LOC020	7305	LOCOMOTIVE-USED-SD18	1984	EMD	1800	ROAD
LOC021	1704	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC022	1718	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC023	1791	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD
LOC024	1753	LOCOMOTIVE-USED-GP18	1981	EMD	1800	YARD & ROAD

**ROLLING STOCK**

None

APR 15 1994 - 9 25 AM

INTERSTATE COLLAGE OF COMMISSION

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**SECURITY AGREEMENT AND PERSONAL PROPERTY  
AND FIXTURES MORTGAGE**

**FROM**

**THE INDIANA RAIL ROAD COMPANY**  
1414 South West Street  
Indianapolis, Indiana 46225  
(Taxpayer I.D. No. 35-1673889)

**TO**

**HARRIS TRUST AND SAVINGS BANK**  
111 West Monroe Street  
Chicago, Illinois 60690  
(Taxpayer I.D. No. 36-119448)

**DATED AS OF APRIL 1, 1994**

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This Instrument Was Prepared By  
and After Recording Return To:  
Lisa A. Olsen  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

## THE INDIANA RAIL ROAD COMPANY

### SECURITY AGREEMENT

The undersigned, The Indiana Rail Road Company, an Indiana corporation with its principal place of business and mailing address at 1414 South West Street, Indianapolis, Indiana 46225 (the "*Company*"), for value received, hereby mortgages and grants to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (the "*Bank*") a security interest in, and acknowledges and agrees that the Bank has and shall continue to have a continuing mortgage and security interest in, any and all right, title and interest of the Company, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

(a) *Receivables.* Receivables, whether now owned or existing or hereafter created or arising, and however evidenced or acquired, or in which the Company now has or hereafter acquires any rights (the term "*Receivables*" means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, chattel paper, any right of the Company to payment for goods sold or leased or for services rendered, whether arising out of the sale of Inventory (as hereinafter defined) or otherwise and whether or not earned by performance, and all other forms of obligations owing to the Company, and all of the Company's rights to any merchandise and other goods (including without limitation any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing);

(b) *General Intangibles.* All general intangibles, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights, including without limitation all patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles and all customer, client and supplier lists (in whatever form maintained) and all rights in leases and other agreements relating to real or personal property and all causes of action and tax refunds of every kind and nature and all privileges, franchises, immunities, licenses, permits and similar intangibles (such as trackage rights) and all rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit of employees of the Company and all other personal property (including things in action) not otherwise covered by this Agreement;

(c) *Inventory.* Inventory, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights, and all documents of title at any time evidencing or representing any part thereof (the term "*Inventory*" means and includes all goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the Company's business, and all goods which are raw materials, work-in-process, finished goods,

materials and supplies of every kind and nature, in each case used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of such goods, and any constituents or ingredients thereof, and all goods which are returned or repossessed goods);

(d) *Equipment.* Equipment, whether now owned or existing or hereafter created, acquired or arising, or in which the Company now has or hereafter acquires any rights (the term "*Equipment*" means and includes all equipment, machinery, tools, apparatus, trade fixtures, furniture, furnishings, office equipment, railroad cars, locomotives and other rolling stock, vehicles (including vehicles subject to a certificate of title law) and all other goods (such as railroad trestles, ties, track, rails, crossties, fastenings, switches, signals and signs), in each case now or hereafter used or usable in connection with the Company's business, together with all parts, accessories and attachments relating to any of the foregoing), including without limitation Equipment listed and described on Exhibit A attached hereto and made a part hereof;

(e) *Deposits and Property in Possession.* All deposit accounts (whether general, special or otherwise) maintained with the Bank and all sums now or hereafter on deposit therein or payable thereon, and any and all other property or interests in property which now is or may from time to time hereafter come into the possession, custody or control of the Bank, or any agent or affiliate of the Bank, in any way and for any purpose (whether for safekeeping, custody, pledge, transmission, collection or otherwise);

(f) *Records.* Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, rights of the Company to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(g) *Accessions and Additions.* All accessions and additions to and substitutions and replacements of any and all of the foregoing, whether now existing or hereafter arising; and

(h) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising;

all of the foregoing being herein sometimes referred to as the "*Collateral*". All or certain portions of the Collateral are or may be located on the parcels of real estate described on Schedule I attached hereto and made a part hereof.

1. *Obligations Hereby Secured.* The lien and security interest herein granted and provided for is made and given to secure, and shall secure, the prompt payment and performance in full when due (whether by lapse of time, acceleration or otherwise) of (i) any and all indebtedness, obligations and liabilities of whatsoever kind and nature of the Company to the Bank (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, (ii) any and all expenses and charges, legal or otherwise, suffered or incurred by the Bank in collecting or in enforcing any of such indebtedness, obligations and liabilities or realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby, and (iii) the payment and performance of any judgment which the Bank shall at any time obtain against the Mortgagor (all of the indebtedness, obligations, liabilities, expenses and charges described in clauses (i), (ii) and (iii) above being hereinafter referred to as the "*Secured Obligations*").

2. *Covenants, Agreements, Representations and Warranties.* The Company hereby covenants and agrees with, and represents and warrants to, the Bank that:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Indiana, is the sole and lawful owner of the Collateral and has full right, power and authority to enter into this Agreement and to perform each and all of the matters and things herein provided for; and the execution and delivery of this Agreement, and the observance and performance of any of the matters and things herein set forth, will not contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon the Company or any provision of the Company's articles of incorporation or by-laws or of any covenant, indenture or agreement of or affecting the Company or any of its properties, or result in the creation or imposition of any lien or encumbrance on any property of the Company. The Company's Federal tax identification number is 35-1673889.

(b) The Collateral is and will remain in the Company's possession or control at the locations listed under Item 1 on Exhibit B attached hereto (collectively, the "*Permitted Collateral Locations*"), except for (i) Collateral which in the ordinary course of the Company's business is in transit between Permitted Collateral Locations and (ii) the Equipment and other Collateral which in the ordinary course of the Company's business is located on tracks or in yards covered by that certain Mortgage and Security Agreement with Assignment of Rents dated of even date herewith from the Company to the Bank (such Mortgage and Security Agreement, as the same may be modified or amended from time to time, being hereinafter referred to as the "*Mortgage*"). If for any reason Collateral is at any time kept or located at locations other than the Permitted Collateral Locations, the Bank shall nevertheless have and retain a security interest therein. The Company owns and will at all times own all Permitted Collateral Locations, except to the extent otherwise indicated on Exhibit B. The Company's chief executive office and principal place of business is at, and the Company keeps and shall keep all of its books and records relating to Receivables only

at, 1414 South West Street, Indianapolis, Indiana 46225; and the Company has no other executive offices or places of business other than those listed under Item 2 on Exhibit B. The Company will not maintain an executive office or place of business at a location other than those specified pursuant to the immediately preceding sentence without first providing the Bank thirty (30) days' prior written notice of its intent to do so; *provided, however*, that the Company will at all times maintain its chief executive office in the contiguous continental United States of America.

(c) The Collateral and every part thereof is and will be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies and encumbrances of every kind, nature and description and whether voluntary or involuntary, except for the security interest of the Bank therein and the other liens permitted under that certain Credit Agreement dated of even date herewith by and between the Company and the Bank (the "*Permitted Liens*"). The Company will warrant and defend the Collateral against any claims and demands other than Permitted Liens of all persons at any time claiming the same or any interest in the Collateral adverse to the Bank.

(d) The Company will promptly pay when due all taxes, assessments and governmental charges and levies upon or against the Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings which prevent foreclosure on or other realization upon any of the Collateral and preclude interference with the operation of the Company's business in the ordinary course and the Company shall have established adequate reserves therefor.

(e) The Company will not waste or destroy the Collateral or any part thereof in any material respect and will not be negligent in the care or in the use of any Collateral in any material respect. The Company will not use, manufacture, sell or distribute any Collateral in violation of any statute, ordinance or other governmental requirement. The Company will perform in all material respects its obligations under any contract or other agreement constituting part of the Collateral, it being understood and agreed that the Bank has no responsibility to perform such obligations.

(f) Subject to (and except as may or otherwise be permitted by) Sections 3(b), 4(a), 5(b) and 5(c) hereof, the Company will not, without the Bank's prior written consent, sell, assign, mortgage, lease or otherwise dispose of the Collateral or any interest therein.

(g) The Company will insure the Collateral which is insurable against such risks and hazards as other companies similarly situated insure against, and including in any event loss or damage by fire, flood, theft, burglary, pilferage, loss in transit, in amounts and under policies containing loss payable clauses to the Bank as its interest may appear (and, if the Bank requests, naming the Bank as an additional insured therein) by insurers reasonably acceptable to the Bank. Notwithstanding anything in the foregoing to the contrary, the Company may self insure through deductibles or

otherwise with respect to each type of insurance required hereunder; *provided, however*, that such self insurance does not exceed \$250,000 per occurrence. All premiums on such insurance shall be paid by the Company and the policies of such insurance (or certificates therefor) delivered to the Bank. All insurance required hereby shall provide that any losses shall be payable notwithstanding any act or negligence of the Company, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by the Company and the Bank of written notice thereof, and shall be satisfactory to the Bank in all other respects. In case of any material loss, damage to or destruction of the Collateral or any part thereof, the Company shall promptly give written notice thereof to the Bank generally describing the nature and extent of such damage or destruction. In case of any loss, damage to or destruction of the Collateral or any part thereof, the Company, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for that purpose, at the Company's cost and expense, will promptly repair or replace the Collateral so lost, damaged or destroyed; *provided, however*, that the Company need not repair or replace Collateral so lost, damaged or destroyed to the extent the failure to make such repair or replacement (i) is desirable to the proper conduct of the business of the Company in the ordinary course as presently conducted and otherwise in the best interest of the Company, (ii) would not impair the overall value or utility of the Collateral taken as a whole, (iii) would not decrease the efficiency or capacity of the Company's business and (iv) would not impair the rights and benefits of the Bank under this Agreement. In the event the Company shall receive any proceeds of such insurance, the Company will immediately pay over such proceeds to the Bank. The Company shall not be in default of its obligation hereunder to promptly repair or replace any Collateral so lost, damaged or destroyed by delaying such repair or replacement until its receipt of the insurance proceeds on account of such damage or destruction if (a) the Company has in effect the insurance required by this Agreement, (b) the Company is in compliance with the conditions hereinafter set forth to the Bank's obligation to release such proceeds to the Company for such repair or replacement, (c) such delay does not in any event exceed ninety (90) days and (d) pending its receipt of such proceeds, the Company diligently follows the procedures set forth in the policies of such insurance for making a claim thereon against the insurer. The Company hereby authorizes the Bank, at the Bank's option, to adjust, compromise and settle any losses under any insurance afforded at any time after the occurrence and during the continuation of any Event of Default (as hereinafter defined), and the Company does hereby irrevocably constitute the Bank, its officers, agents and attorneys, as its attorneys-in-fact, with full power and authority to effect such adjustment, compromise and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. Unless the Bank elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise and/or settlement of any losses under any insurance shall be made by the Company subject to final approval of the Bank (regardless of whether or not an Event of Default shall have occurred) in the case of losses exceeding \$250,000. Net insurance proceeds received by the Bank under the provisions hereof or under any



policy or policies of insurance covering the Collateral or any part thereof shall be applied to the reduction of the Secured Obligations (whether or not then due); *provided, however*, that the Bank may in its sole discretion release any or all such insurance proceeds to the Company and, in any event, agrees to release such insurance proceeds to the Company for replacement or restoration of the portion of the Collateral lost, damaged or destroyed required by this Agreement to be so replaced or restored if, but only if, (i) at the time of release no Event of Default or any other event or condition which with the passage of time or the giving of notice, or both, would constitute such an Event of Default (herein, a "*Default*") exists hereunder, (ii) written application for such release is received from the Company and (iii) the Bank has received evidence reasonably satisfactory to it that the Collateral lost, damaged or destroyed has been or will be replaced or restored to its condition immediately prior to the loss, destruction or other event giving rise to the payment of such insurance proceeds (it being understood that the Bank shall have no obligation to release insurance proceeds to the Company if the Collateral lost, damaged or destroyed is not being repaired or replaced as set forth above). If the conditions to the release of insurance proceeds specified in the immediately preceding sentence are not met within thirty (30) days of the Bank's receipt of such proceeds, the Bank may, in its sole discretion, apply such proceeds to the reduction of the Secured Obligations (whether or not then due). All insurance proceeds shall be subject to the lien and security interest of the Bank hereunder.

(h) The Company will at all times allow the Bank or its representatives free access to and right of inspection of the Collateral; *provided, however*, that prior to the occurrence of any Default or Event of Default hereunder (whichever is earlier) any such access or inspection shall only be required during the Company's normal business hours.

(i) If any Collateral is in the possession or control of any of the Company's agents or processors and the Bank so requests, the Company agrees to notify such agents or processors in writing of the Bank's security interest therein and instruct them to hold all such Collateral for the Bank's account and subject to the Bank's instructions. The Company will, upon the request of the Bank, authorize and instruct all bailees and other parties, if any, at any time processing, labeling, packaging, holding, storing, shipping or transferring all or any part of the Collateral to permit the Bank or its representatives to examine and inspect any of the Collateral then in such party's possession and to verify from such party's own books and records any information concerning the Collateral or any part thereof which the Bank or its representatives may seek to verify. As to any premises not owned by the Company wherein any of the Collateral is located, if any, the Company shall, upon the Bank's request, use its best efforts to cause each party having any right, title or interest in, or lien on, any of such premises to enter into an agreement (any such agreement to contain a legal description of such premises) whereby such party disclaims any right, title and interest in, and lien on, the Collateral, allowing the removal of such Collateral by the Bank and otherwise in form and substance acceptable to the Bank.

(j) The Company agrees from time to time to deliver to the Bank such evidence of the existence, identity and location of the Collateral and of its availability as collateral security pursuant hereto (including, without limitation, schedules describing all Receivables created or acquired by the Company, copies of customer invoices or the equivalent and original shipping or delivery receipts for all merchandise and other goods sold or leased or services rendered, together with the Company's warranty of the genuineness thereof, and reports stating the book value of Inventory and Equipment by major category and location), in each case as the Bank may reasonably request. The Company will promptly notify the Bank of any Collateral with a book value in excess of \$25,000 which the Company has determined to have been rendered obsolete, stating the prior book value of such Collateral, its type and location.

(k) The Company will comply in all material respects with the terms and conditions of any leases, easements, right-of-way agreements or other agreements binding upon the Company or affecting the Collateral, in each case which cover the premises wherein the Collateral is located, and any orders, ordinances, laws or statutes of any city, state or other governmental entity, department or agency having jurisdiction with respect to such premises or the conduct of business thereon.

(l) The Company has not invoiced accounts receivable or otherwise transacted business, and does not invoice accounts receivable or otherwise transact business, under any trade names other than the Company's name set forth in the introductory paragraph of this Agreement. The Company will not change its name or transact business under any other trade name, in each case without first giving the Bank thirty (30) days' prior written notice of its intent to do so.

(m) The Company agrees to execute and deliver to the Bank such further agreements and assignments or other instruments and documents and to do all such other things as the Bank may reasonably deem necessary or appropriate to assure the Bank its security interest hereunder, including such financing statement or statements or amendments thereof or supplements thereto or other instruments and documents as the Bank may from time to time reasonably require in order to comply with the Uniform Commercial Code as enacted in the State of Indiana and any successor statute(s) thereto (the "*Code*"). The Company hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Bank without notice thereof to the Company wherever the Bank in its sole discretion desires to file the same. In the event for any reason the law of any jurisdiction other than Indiana becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, the Company agrees to execute and deliver all such instruments and documents and to do all such other things as the Bank in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interest of the Bank under the law of such other jurisdiction. The Company agrees to mark its books and records to reflect the security interest of the Bank in the Collateral.

(n) On failure of the Company to perform any of the covenants and agreements herein contained, the Bank may at its option perform the same and in so doing may expend such sums as the Bank may reasonably deem advisable in the performance thereof, including without limitation the payment of any insurance premiums, the payment of any taxes, liens and encumbrances, expenditures made in defending against any adverse claims and all other expenditures which the Bank may be compelled to make by operation of law or which the Bank may make by agreement or otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by the Company immediately without notice or demand, shall constitute additional Secured Obligations hereunder and shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a 360-day year for the actual number of days elapsed) determined by adding 2% to the rate per annum from time to time announced by the Bank as its prime commercial rate with any change in such rate per annum as so determined by reason of a change in such prime commercial rate to be effective on the date of such change in said prime commercial rate (such rate per annum as so determined being hereinafter referred to as the "*Default Rate*"). No such performance of any covenant or agreement by the Bank on behalf of the Company, and no such advancement or expenditure therefor, shall relieve the Company of any default under the terms of this Agreement or in any way obligate the Bank to take any further or future action with respect thereto. The Bank in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Bank in performing any act hereunder shall be the sole judge of whether the Company is required to perform same under the terms of this Agreement. The Bank is authorized to charge any depository or other account of the Company maintained with the Bank for the amount of such sums and amounts so expended.

### 3. *Special Provisions Re: Receivables.*

(a) As of the time any Receivable which is an account receivable becomes subject to the security interest provided for hereby and at all times thereafter, the Company shall be deemed to have warranted as to each and all of such Receivables that all warranties of the Company set forth in this Agreement are true and correct with respect to such Receivables; that each such Receivable and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each such Receivable is valid and subsisting and, if such Receivable is an account, arises out of a bona fide sale of goods sold and delivered by the Company to, or in the process of being delivered to, or out of and for services theretofore actually rendered by the Company to, the account debtor named therein; that no such Receivable is evidenced by any instrument or chattel paper unless such instrument or chattel paper has theretofore been endorsed by the Company and delivered to the Bank (except to the extent the Bank specifically requests the Company not to do so with respect to any such instrument or chattel paper); that no surety bond was required or given in connection with such Receivable or the contracts or purchase orders out of which the

same arose; that the amount of such Receivable represented as owing is the correct amount actually and unconditionally owing, except for normal cash discounts on normal trade terms in the ordinary course of business and that the amount of such Receivable represented as owing is not disputed and is not subject to any set-offs, credits, deductions or countercharges other than those arising in the ordinary course of the Company's business. With respect to any such Receivable which is defective or inadequate or otherwise fails to meet the special provisions set forth in the immediately preceding sentence, the foregoing representations and warranties with regard to such non-conforming Receivables shall not be considered breached to the extent the Company has adequately disclosed and provided for such defective, inadequate or non-conforming Receivable in the Company's financial statements. Without limiting the foregoing, if any such Receivable arises out of a contract with the United States of America or any of its departments, agencies or instrumentalities, the Company agrees to notify the Bank and execute whatever instruments and documents are required by the Bank in order that such Receivable shall be assigned to the Bank and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute).

(b) Unless and until an Event of Default hereunder occurs, any merchandise or other goods which are returned by a customer or account debtor or otherwise recovered may be resold by the Company in the ordinary course of its business as presently conducted in accordance with Section 5(b) hereof; upon the occurrence and during the continuation of any Event of Default hereunder, such merchandise and other goods shall be set aside at the request of the Bank and held by the Company as trustee for the Bank and shall remain part of the Bank's Collateral. Unless and until an Event of Default hereunder occurs, the Company may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and allowances in the ordinary course of its business as presently conducted for amounts and on terms which the Company in good faith considers advisable. Upon the occurrence and during the continuation of any Event of Default hereunder, unless the Bank requests otherwise, the Company shall notify the Bank promptly of all returns and recoveries and, on the Bank's request, deliver any such merchandise or other goods to the Bank. Upon the occurrence and during the continuation of any Event of Default hereunder, unless the Bank requests otherwise, the Company shall also notify the Bank promptly of all disputes and claims and settle or adjust them in a reasonably commercial manner at no expense to the Bank, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business as presently conducted shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by the Company without the Bank's consent. The Bank may, at all times upon the occurrence and during the continuation of any Event of Default hereunder, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Bank considers advisable.

#### **4. *Collection of Receivables.***

(a) Except as otherwise provided in this Agreement, the Company shall make collection of all accounts receivable and may use the same to carry on its business in accordance with sound business practice and otherwise subject to the terms hereof.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, whether or not the Bank has exercised any or all of its rights under other provisions of this Section 4, in the event the Bank requests the Company to do so:

(i) all instruments and chattel paper at any time constituting part of the Receivables (including any postdated checks) shall, upon receipt by the Company, be immediately endorsed to and deposited with the Bank; and/or

(ii) the Company shall instruct all customers and account debtors to remit all payments in respect of accounts receivable to a lockbox or lockboxes under the sole custody and control of the Bank and which are maintained at post office(s) in Chicago, Illinois selected by the Bank.

(c) Upon the occurrence and during the continuation of any Event of Default hereunder, whether or not the Bank has exercised any or all of its rights under other provisions of this Section 4, the Bank or its designee may notify the Company's customers and account debtors at any time that accounts receivable have been assigned to the Bank or of the Bank's security interest therein, and either in its own name, or the Company's name, or both, demand, collect (including, without limitation, through a lockbox analogous to that described in Section 4(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on accounts receivable, and in the Bank's discretion file any claim or take any other action or proceeding which the Bank may deem reasonably necessary or appropriate to protect and realize upon the security interest of the Bank in the accounts receivable.

(d) Any proceeds of accounts receivable or other Collateral transmitted to or otherwise received by the Bank pursuant to any of the provisions of Sections 4(b) or 4(c) hereof may be handled and administered by the Bank in and through a remittance account at the Bank, and the Company acknowledges that the maintenance of such remittance account by the Bank is solely for the Bank's convenience and that the Company does not have any right, title or interest in such remittance account or any amounts at any time standing to the credit thereof. The Bank may apply all or any part of any proceeds of accounts receivable or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable), such applications to be made in such amounts, in such manner and order and at such intervals as the Bank may from time to time in its discretion determine, but not less often than once each week. The Bank need not apply or give credit for any item included in proceeds of accounts receivable or other Collateral until the Bank has received final payment therefor at its office in cash or final solvent credits current in Chicago, Illinois, acceptable to the Bank as such. However, if the Bank does give

credit for any item prior to receiving final payment therefor and the Bank fails to receive such final payment or an item is charged back to the Bank for any reason, the Bank may at its election in either instance charge the amount of such item back against the remittance account or any depository account of the Company maintained with the Bank, together with interest thereon at the Default Rate. Concurrently with each transmission of any proceeds of accounts receivable or other Collateral to the remittance account, the Company shall furnish the Bank with a report in such form as the Bank shall reasonably require identifying the particular account receivable or other Collateral from which the same arises or relates. The Company hereby indemnifies the Bank from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and attorneys' fees suffered or incurred by the Bank because of the maintenance of the foregoing arrangements; *provided, however*, that the Company shall not be required to indemnify the Bank for any of the foregoing to the extent they arise solely from the gross negligence or willful misconduct of the Bank. The Bank shall have no liability or responsibility to the Company for accepting any check, draft or other order for payment of money bearing the legend "*payment in full*" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

5. *Special Provisions Re: Inventory and Equipment.*

(a) The Company will at its own cost and expense maintain, keep and preserve the Inventory in good and merchantable condition and keep and preserve the Equipment in good repair, working order and condition, ordinary wear and tear excepted, and without limiting the foregoing make all necessary and proper repairs, replacements and additions to the Equipment so that the efficiency thereof shall be preserved and maintained.

(b) The Company may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Bank, use, consume and sell the Inventory in the ordinary course of its business as presently conducted, but a sale in the ordinary course of business shall not under any circumstance include any transfer or sale in satisfaction, partial or complete, of a debt owing by the Company.

(c) The Company may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Bank, sell (x) obsolete, worn out or unusable Equipment which is concurrently replaced with similar Equipment at least equal in quality and condition to that sold and owned by the Company free of any lien, charge or encumbrance other than the lien hereof or any Permitted Lien and (y) Equipment which this Agreement would not require the Company to repair or replace if the same were lost, damaged or destroyed.

(d) As of the time any Inventory or Equipment becomes subject to the security interest provided for hereby and at all times thereafter, the Company shall be deemed to have warranted as to any and all of such Inventory and Equipment that all

warranties of the Company set forth in this Agreement are true and correct with respect to such Inventory and Equipment; that all of such Inventory and Equipment is located at a location set forth pursuant to Section 2(b) hereof; and that in the case of Inventory such Inventory is in good and merchantable condition. The Company warrants and agrees that no Inventory is or will be consigned to any other person without the Bank's prior written consent.

(e) Upon the Bank's request, the Company shall at its own cost and expense cause the lien of the Bank in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Bank.

(f) Except for Equipment from time to time located on the real estate located in the counties described in the Mortgage and as otherwise disclosed to the Bank in writing, none of the Equipment is or will be attached to real estate in such a manner that the same may become a fixture.

(g) If any of the Inventory is at any time evidenced by a document of title, such document shall be promptly delivered by the Company to the Bank.

6. *Power of Attorney.* In addition to any other powers of attorney contained herein, the Company hereby appoints the Bank, its nominee, or any other person whom the Bank may designate as the Company's attorney in fact, with full power upon the occurrence and during the continuation of an Event of Default hereunder to sign the Company's name on verifications of accounts, to send requests for verifications of accounts receivable to the Company's customers and account debtors, to endorse the Company's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into the Bank's possession, to sign the Company's name on any invoice or bill of lading relating to any account receivable, on claims to enforce collection of any Receivable, on notices to and drafts against customers and account debtors, on schedules and assignments of Receivables, on notices of assignment and on public records, to notify the post office authorities to change the address for delivery of the Company's mail to an address designated by the Bank and to receive, open and dispose of all mail addressed to the Company and to do all things necessary to carry out this Agreement; *provided, however*, that such attorney-in-fact shall not be authorized to confess judgment. The Company hereby ratifies and approves all acts of any such attorney and agrees that neither the Bank nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments, if any, of the Bank to extend credit to or for the account of the Company have terminated. The Bank may file one or more financing statements disclosing its security interest in any or all of the Collateral without the Company's signature appearing thereon. The Company also hereby grants the Bank a power of attorney to execute any such financing statements, or amendments and supplements to financing statements, on behalf of the Company without notice thereof to the

Company, which power of attorney is coupled with an interest and is irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments, if any, of the Bank to extend credit to or for the account of the Company have terminated.

7. *Defaults and Remedies.*

(a) The occurrence of any one or more of the following events shall constitute an "*Event of Default*" hereunder:

(i) default in the payment when due (subject to the lapse of any applicable grace period) (whether by demand, lapse of time, acceleration or otherwise) of the Secured Obligations or any part thereof; or

(ii) the occurrence of any event or the existence of any condition which is specified as an "*Event of Default*" under that certain Credit Agreement dated of even date herewith by and between the Company and the Bank as the same may be modified or amended from time to time.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the Bank shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the Code (regardless of whether the Code is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the Code applies to the affected Collateral), and further the Bank may, to the extent permitted by law, without demand and without advertisement, notice, hearing or process of law, all of which the Company hereby waives (to the extent permitted by law), at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Bank deems advisable, in its sole discretion. In addition to all other sums due the Bank hereunder, the Company shall pay the Bank all costs and expenses incurred by the Bank, including attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Bank or the Company concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). To the extent permitted by law, any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Company in accordance with Section 10(b) hereof at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice; *however*, no notification need be given to the Company if the Company has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Bank shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Bank may be the purchaser at any such sale. To the extent permitted by law, the Company hereby waives all of its rights of redemption from any such sale. Subject to the provisions of applicable law, the Bank may postpone or cause



the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Bank may further postpone such sale by announcement made at such time and place.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder the Bank shall have the right, in addition to all other rights provided herein or by law, to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on the Company's premises (the Company hereby agreeing to lease such premises without cost or expense to the Bank or its designee if the Bank so requests) or to remove the Collateral or any part thereof to such other places as the Bank may desire. Upon the occurrence and during the continuation of any Event of Default hereunder, the Bank shall have the right to exercise any and all rights with respect to deposit accounts of the Company maintained with the Bank, including without limitation the right to collect, withdraw and receive all amounts due or to become due or payable under each such deposit account. Upon the occurrence and during the continuation of any Event of Default hereunder, the Company shall, upon the Bank's demand, assemble the Collateral and make it available to the Bank at a place designated by the Bank. If the Bank exercises its right to take possession of the Collateral, the Company shall also at its expense perform any and all other steps requested by the Bank to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Bank, appointing overseers for the Collateral and maintaining Collateral records.

(d) Failure by the Bank to exercise any right, remedy or option under this Agreement or any other agreement between the Company and the Bank or provided by law, or delay by the Bank in exercising the same, shall not operate as a waiver; no waiver by the Bank shall be effective unless it is in writing and then only to the extent specifically stated. For purposes of this Agreement, a Default or Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Bank or, in the case of a Default, the same is cured by the Company within any applicable cure period. Neither the Bank nor any party acting as attorney for the Bank shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Bank under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Bank may have.

8. *Application of Proceeds.* The proceeds and avails of the Collateral at any time received by the Bank after the occurrence and during the continuation of any Event of Default hereunder shall, when received by the Bank in cash or its equivalent, be applied by the Bank as follows:

(i) First, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Bank hereunder or otherwise in connection herewith, including such monies paid or incurred in connection with protecting, preserving or realizing upon the Collateral or enforcing any of the terms hereof, including attorneys' fees and court costs, together with any interest thereon (but without preference or priority of principal over interest or of interest over principal), to the extent the Bank is not reimbursed therefor by the Company; and

(ii) Second, to the payment and satisfaction of the remaining Secured Obligations, whether or not then due (in whatever order the Bank elects), both for interest and principal.

The Company shall remain liable to the Bank for any deficiency. Any surplus remaining after the full payment and satisfaction of the foregoing shall be returned to the Company or to whomsoever the Bank reasonably determines is lawfully entitled thereto.

9. *Continuing Agreement.* This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied and the commitments, if any, of the Bank to extend credit to or for the account of the Company have terminated. Upon such termination of this Agreement, the Bank shall, upon the request and at the expense of the Company, forthwith release its security interest hereunder.

10. *Miscellaneous.*

(a) This Agreement cannot be changed or terminated orally. All of the rights, privileges, remedies and options given to the Bank hereunder shall inure to the benefit of its successors and assigns, and all the terms, conditions, covenants, agreements, representations and warranties of and in this Agreement shall bind the Company and its legal representatives, successors and assigns, provided that the Company may not assign its rights or delegate its duties hereunder without the Bank's prior written consent. The Company hereby releases the Bank from any liability for any act or omission relating to the Collateral or this Agreement, except for the Bank's gross negligence or willful misconduct.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including cable, telecopy or telex) and shall be given to the relevant party at its address, telecopier number or telex number set forth below, or such other address, telecopier number or telex number as such party may hereafter specify by notice to the other given by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Company at:  
The Indiana Rail Road Company  
P.O. Box 2464  
Indianapolis, Indiana 46206-2464  
Attention: Thomas G. Hoback  
Telephone: (317) 262-5140  
Telecopy: (317) 262-3314

To the Bank at:  
Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690  
Attention: Division C, Ms. Patricia Cook  
Telephone: (312) 461-5382  
Telecopy: (312) 765-8348  
Telex: 254157

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by telex, when such telex is transmitted to the telex number specified in this Section and the answerback is received by sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Section.

(c) In the event that any provision hereof shall conflict with any provision of the Mortgage, the terms of this Agreement shall govern and control.

(d) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) This Agreement shall be a mortgage with respect to all of the Collateral hereunder for purposes of Indiana Code 8-1-5-1. Certain of the Collateral is or will become fixtures on the real property described on Schedule I attached hereto, and this Agreement upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such of the Collateral which is or may become fixtures. The Company has an interest of record in such real property.

(f) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois except to the extent the creation, validity or perfection of the security interest granted, or remedies available, hereunder in respect of any particular Collateral are governed by the laws of the State of Indiana or any other jurisdiction other than the State of Illinois. All terms which are used in this Agreement which are defined in the Code shall have the same meanings herein as said terms do in the Code unless this Agreement shall otherwise specifically provide. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same agreement. The Company acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Company to the Bank, and it shall not be necessary for the Bank to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed as of this 1st day of April, 1994.

THE INDIANA RAIL ROAD COMPANY

By Thomas G. Hoback  
Thomas G. Hoback

Its President

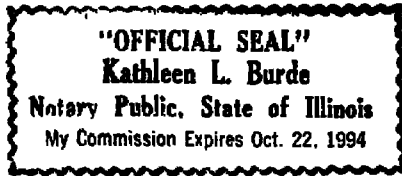
HARRIS TRUST AND SAVINGS BANK

By Thomas J. Carmody  
Thomas J. Carmody

Its: Vice President

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 1st day of April, 1994, by Thomas G. Hoback, President of The Indiana Rail Road Company as the free and voluntary act and deed of The Indiana Rail Road Company.

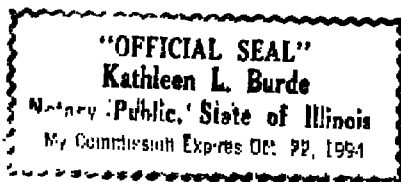


Kathleen L. Burde  
KATHLEEN L. BURDE  
(Name Printed or Typed)  
Notary Public

My county of residence is: COOK  
My commission expires: 10-22-94

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 1st day of April, 1994, by Thomas J. Carmody, Vice President of Harris Trust and Savings Bank, as the free and voluntary act and deed of said Bank.



Kathleen L. Burde  
KATHLEEN L. BURDE  
(Name Printed or Typed)  
Notary Public

My county of residence is: COOK  
My commission expires: 10-22-94

This Instrument Was Prepared By  
and After Recording Return To:  
Lisa A. Olsen  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

## **EXHIBIT B**

### **LOCATIONS**

**Item 1. Permitted Collateral Locations (including Company's chief executive office and principal place of business):**

#### **ADDRESS**

1414 South West Street  
Indianapolis, Indiana 46225

1500 South Senate Avenue  
Indianapolis, Indiana

1000 West 9th Street  
Bloomington, Indiana

Bloomfield, Indiana

Linton, Indiana

300 North Lincoln Street  
Palestine, Illinois

Robinson, Illinois

Newton, Illinois

**Item 2. Additional Places of Business:**

None

## **SCHEDULE I**

### **LEGAL DESCRIPTION OF REAL PROPERTY**

All that portion of the right of way and property of the Illinois Central Railroad Company's "Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30, T. 7 N., R. 10 W.; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31, T. 7 N., R. 11 W.; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T. 7 N., R. 12 W., S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T. 7 N., R. 13 W., N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T. 6 N., R. 13 W.; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T. 7 N., R. 14. W.; to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stacy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3, T. 6 N., R. 12 W.; and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34, T. 7 N., R. 11 W.

Situated in the County of Crawford, in the State of Illinois.

EXCEPT all oil gas, coal and other minerals which may underlie premises in question.

PARCEL 1:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects a line extending northerly and southerly perpendicular to said main track in the NW 1/4 SW 1/4 Section 35 T 8 N, R 9 W, at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of said NW 1/4 SW 1/4; said perpendicular line also being the most westerly boundary of that line of Railroad conveyed to the Indiana Rail Road Company by deed dated March 10, 1986, and run westerly on over and across said NW 1/4 SW 1/4 of Section 35, S 1/2 and S 1/2 N 1/2 Section 34, SE 1/4 SE 1/4 Section 33, T 8 N, R 9 W; N 1/2 and NW 1/4 SW 1/4 Section 4, SE 1/4 Section 5, N 1/2 Section 8, NE 1/4 and S 1/2 Section 7, NW 1/4 NW 1/4 Section 18 T 7 N, R 9 W; Section 13, SE 1/4 SE 1/4 Section 14, E 1/2 and SW 1/4 Section 23, S 1/2 S 1/2 Section 22, S 1/2 Section 21, S 1/2 Section 20, NW 1/4 Section 29, E 1/2 and SW 1/4 Section 30 T 7 N, R 10 W to the common "Sullivan County, Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6; including all interest to properties appurtenant to said line of railroad at Sullivan, New Lebanon, Merom and Riverton, Indiana.



PARCEL 2:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Crawford County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Sullivan County Indiana-Crawford County, Illinois" county/state line at approximately Mile Post X-120.6 and run westerly on, over and across the SW 1/4 Section 30 T 7 N, R 10 W; S 1/2 Section 25, NW 1/4 Section 36, E 1/2 and SW 1/4 Section 35, N 1/2 S 1/2 Section 34, N 1/2 S 1/2 Section 33, N 1/2 S 1/2 Section 32, N 1/2 S 1/2 Section 31 T 7 N, R 11 W; N 1/2 S 1/2 Section 36, S 1/2 Section 35, S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31, T 7 N, R 12 W, S 1/2 Section 36, SE 1/4 Section 35, S 1/2 S 1/2 Section 34, S 1/2 S 1/2 Section 33, S 1/2 S 1/2 Section 32, S 1/2 S 1/2 Section 31, T 7 N, R 13 W, N 1/2 Section 2, NE 1/4 NE 1/4 Section 3, N 1/2 N 1/2 Section 4, N 1/2 N 1/2 Section 5, N 1/2 N 1/2 Section 6, T 6 N, R 13 W; S 1/2 Section 36, N 1/2 S 1/2 Section 35 T 7 N, R 14 W to the West line of said Section 35, being the common "Crawford County-Jasper County" county line at Mile Post X-141.56; including all interest to properties appurtenant to said line of railroad at Palestine, Robinson, Stoy and Oblong, Illinois; also included at Robinson, Illinois: General Carbon and Chemical Inc. trackage easements in the W 1/2 SW 1/4 Section 2 and the NE 1/4 SE 1/4 Section 3 T 6 N, R 12 W, and at Palestine, Illinois a 20' strip of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 Section 34 T 7 N, R 11 W.

PARCEL 3:

"Sullivan, Indiana to Newton, Illinois" line that extends in a general westerly direction on, over and across a portion of Jasper County, Illinois, said right of way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon and is described as follows:

Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the common "Crawford County-Jasper County" county line at Mile Post X-141.56 and run westerly on, over and across the S 1/2 Section 34, S 1/2 Section 33, S 1/2 Section 32, S 1/2 Section 31 T 7 N R 14 W, 2nd P.M.; S 1/2 Section 31 T 7 N, R 11 E; S 1/2 Section 36, S 1/2 S 1/2 Section 35, SE 1/4 SE 1/4 Section 34 T 7 N, R 10 E; N 1/2 Section 3, S 1/2 N 1/2 and SW 1/4 Section 4, E 1/2 and NW 1/4 Section 5, N 1/2 Section 6 T 6 N, R 10 E; S 1/2 N 1/2 Section 1, S 1/2 N 1/2 Section 2, and NE 1/4 Section 3 T 6 N, R 9 E 3rd P.M. to the West line of the East 202' of said NE 1/4 Section 3 at Mile Post X-155 including all interest to properties appurtenant to said line of railroad at Willow Hill and Newton, Illinois.

A part of the East half of Section 14, Township 3 East, Marion County, Indiana, also being, a part of the Peru and Indianapolis Railroad Company's South Addition, Plat Book 1, Page 157, Kappes and Naltner's South Meridian Street Addition, Plat Book 7, Page 47 and Plat Book 7, Page 24, more particularly described as follows:

Beginning at a point on the East line of Lot No. 13 in said Peru & Indianapolis Railroad Co.'s South Addition 165.00 feet from the Northeast corner of said Lot 13 (said point also being the Southeast corner of McKees' Subdivision, PB 13, Pg.79); thence South 00 degrees 35 minutes 12 seconds East along said East line 1069.75 feet to the South line of Palmer Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 324.00 feet to the Northeast corner of Lot No. 26 in said Peru & Indianapolis Railroad Company's Addition; thence South 00 degrees 35 minutes 17 seconds East along the East line of said Lot No.26 700.55 feet to the South line of Minnesota Street; thence North 89 degrees 09 minutes 07 seconds East along said South line 129.37 feet to the centerline of Church Street as shown on the plat of Kappes & Naltner's South Meridian Street Addition; thence South 00 degrees 45 minutes 54 seconds East along said centerline 447.50 feet to the centerline of an alley; thence North 89 degrees 09 minutes 07 seconds East along said centerline 182.50 feet to the centerline of a North-South alley; thence South 00 degrees 45 minutes 54 seconds East along said centerline 487.50 feet to the South line of Alder Street; thence South 89 degrees 09 minutes 07 seconds West along said South line 528.13 feet to a point 25 feet West of the centerline of the main railroad track; said point also being on a curve to the left having a central angle of 11 degrees 51 minutes 34 seconds the radius point being South 78 degrees 14 minutes 08 seconds West a distance of 907.49 feet from said point; thence Northwesterly along said curve 187.84 feet to the point of tangency thereof; thence North 23 degrees 37 minutes 26 seconds West parallel with said main track 987.65 feet; thence South 66 degrees 22 minutes 34 seconds West 50.00 feet; thence North 23 degrees 37 minutes 26 seconds West 879.00 feet to a point on a curve to the right having a central angle of 06 degrees 11 minutes 56 seconds the radius point of said curve being South 32 degrees 54 minutes 19 seconds West a distance of 370.78 feet from said point; thence Southeasterly along said curve 40.11 feet; thence North 72 degrees 34 minutes 57 seconds East 35.17 feet to a point on a curve to the right having a central angle of 25 degrees 28 minutes 49 seconds the radius point of said curve being North 66 degrees 47 minutes 45 seconds East a distance of 1129.33 feet from said point; thence Northerly along said curve 502.23 feet to a point; thence North 01 degree 46 minutes 56 seconds East 306.59 feet; thence North 15 degrees 28 minutes 46 seconds East 206.58 feet to a point 203.96 feet from the Northwest corner of Lot No. 10 in said Peru & Indianapolis Railroad Company Addition said point also being on the South line of Wisconsin Street; thence North 88 degrees 43 minutes 17 seconds East along said South line 84.90 feet to a point 58.00 feet from the East line of Lot No. 10 in said addition; thence South 00 degrees 35 minutes 12 seconds East parallel with said East line 350.00 feet; thence North 88 degrees 43 minutes 17 seconds East parallel with the South line of Wisconsin Street 255.37 feet to the East line of Lot No. 11; thence North 00 degrees 35 minutes 12 seconds West along said East line 185.00 feet to the South line of said McKees' Subdivision; thence North 88 degrees 43 minutes 17 seconds East along said South line 329.93 feet to the POINT OF BEGINNING.

PARCEL 1 - Marion County, Indiana

Lots Numbered 10, 11, 12, 13, 20, 21, 22, 23, 24, 25 and 26 in Peru and Indianapolis Rail Road Company's South Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana. Also that part of Nebraska Street, hertofore vacated, lying South of and adjacent to said Lots Numbered 10, 11, 12 and 13 and North of and adjacent to said Lots Numbered 20, 21 and 22 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Palmer Street, heretofore vacated, lying South of and adjacent to said Lots Numbered 20, 21 and 22 and North of and adjacent to said Lots 23, 24 and 25 extending East from the East right-of-way line of West Street to the West right-of-way line of Senate Avenue. Also that part of Senate Avenue, heretofore vacated, lying East of and adjacent to said Lot Numbered 25 and West of and adjacent to said Lot Numbered 26. EXCEPT HOWEVER, that part described as follows:

Beginning at a point on the East line of South West Street distant 390 feet measured South 0 degrees 24 minutes East along said East line from the North line of said Lot 10, said point also being 35 feet East of the center line of West Street; running thence North 89 degrees 36 minutes East 100.45 feet to a point 15 feet Westerly at right angles from the center line of a railroad switch track; thence South 07 degrees 22 minutes West and parallel with said track 115 feet; thence North 89 degrees 36 minutes East 44.73 feet to a point 20 feet West of the center line of a railroad track; thence in a Southeasterly direction parallel with said track 502.22 feet along an arc to the left having a radius of 1129.33 feet and subtended by a long chord having a bearing of South 10 degrees 11 minutes 30 seconds East and a length of 498.10 feet; thence South 74 degrees 02 minutes 30 seconds West crossing a railroad tract, a distance of 35.17 feet to a point 15 feet Southwesterly from the center of said railroad track; thence Northwesterly parallel with said track 200.76 feet along an arc to the left having a radius of 370.78 feet and subtended by a long chord having a bearing of North 65 degrees 54 minutes 22 seconds West and a length of 198.32 feet, to the East line of South West Street; thence North 0 degrees 24 minutes West and along said East line 532 feet to the point of beginning.

ALSO EXCEPT that part described as follows:

Beginning at the Northwest corner of said Lot #10, said point also being the intersection of the South right-of-way line of Wisconsin Street and the East right-of-way line of South West Street; thence North 89 degrees 00 minutes East on and along the North line of said Lot #10, 183.96 feet to a point 20 feet west along said right-of-way line from the centerline of the Illinois Central Gulf Railroad most westerly track; thence South 13 degrees 44 minutes 05 seconds West 100 feet to a point 15 feet West at right angles from the said centerline; thence South 16 degrees 05 minutes 46 seconds West 102.65 feet parallel with the said centerline to the P.C. of a curve to the

PARCEL 1 continued

left, said curve having a radius of 623.00 feet and a Delta of 11 degrees 21 minutes; thence Southerly along said curve parallel with said centerline 123.41 feet to the P.T. thereof; thence South 4 degrees 44 minutes 46 seconds West 75.82 feet and parallel with said centerline; thence South 89 degrees 36 minutes West 100.45 feet to the said East right-of-way line of South West Street; thence North 0 degrees 24 minutes West on and along said East right-of-way line 390.00 feet to the point of beginning.

ALSO EXCEPT part of Lots 22, 23 and 24 and part of a vacated street lying between Lots 22 and 23 in the Peru and Indianapolis Railroad Company's South Addition to the City of Indianapolis, as recorded in Plat Book 1, page 157, in the Office of the Recorder of Marion County, Indiana, and also a part of Section 14, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, all more particularly described as follows:

Beginning at a point in the east line of West Street as fixed by Declaratory Resolution No. 15124, adopted April 10, 1934, by the Board of Public Works of the City of Indianapolis, said point being thirty-five (35) feet east of the center line of West Street and two hundred fifty-three and forty-seven hundredths (253.47) feet north of the south line of Lot 22 in said Peru and Indianapolis Company's South Addition; running thence southwardly along the said east line of West Street a distance of four hundred sixty-three and forty-seven hundredths (463.47) feet to a point; thence east ten (10) feet to a point forty-five (45) feet from the center line of West Street; thence southwardly along the said east line of West Street five hundred seventy-one (571) feet, more or less to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT, FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (west of White River) TO MORRIS STREET, PLAN NO. 21,1927"

adopted by the Board of Public Works of the City of Indianapolis, February 2, 1927, as a part of Declaratory Resolution No. 13258, recorded January 9, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855, page 148; thence eastwardly following the meanderings of said thread of stream to a point in a line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street, said point being eight hundred sixty-five (865) feet, more or less, south of the north line of Lot 24 in said Peru and Indianapolis Railroad Company's South Addition; thence northwardly along said line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street a distance of three hundred five and ninety-five hundredths (305.95) feet, more or less, to a point in a line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central

PARCEL 1 continued

System, said point being five hundred fifty-nine and five hundredths (559.05) feet south of the north line of said Lot 24; thence north-eastwardly along the line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System a distance of six hundred sixty-nine and four tenths (669.4) feet to a point in the south line of Lot 22 in said Peru and Indianapolis Railroad Company's South Addition, said point being two hundred sixty-four and eleven hundredths (264.11) feet east of the center line of West Street; thence northwestwardly along an extension of the aforesaid line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System, a distance of two hundred ten and six hundredths (210.06) feet to a point in a curved line fifteen (15) feet southwestwardly and parallel to the center line of the railroad switch track which runs westwardly across West Street and into Lot 31 of the Peru and Indianapolis Railroad Company's South Addition, thence westwardly along a curve to the left, said curve having a radius of three hundred seventy and seventy-eight hundredths (370.78) feet, and whose tangent at the beginning deflects thirty-three (33) degrees and nineteen (19) minutes to the left, a distance of one hundred fifty-eight and sixty hundredths (158.60) feet, more or less, to the place of beginning.

Lots Numbered 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 5, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 6, Lots Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 7, all in Kappes and Naltner's South Meridian Street Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, page 47, in the Office of the Recorder of Marion County, Indiana. Also the South Half of an alley, heretofore vacated, lying North of and adjacent to said Lot Numbered 26 in Block 5. Also all of the North-South alley, heretofore vacated, in said Block 6 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the North-South alley, heretofore vacated, in said Block 7 lying West of and adjacent to Lots 1 thru 13 therein and East of and adjacent to Lots 14 thru 26 therein. Also all of the East-West alley, heretofore vacated, North of and adjacent to said Block 6 and South of and adjacent to said Block 7. Also part of Church Street, heretofore vacated, more particularly described as follows: Beginning at the Northeast corner of Lot Numbered 1 in Block 7 in said Kappes and Naltner's South Meridian Street Addition, thence East along the South right-of-way line of Minnesota Street a distance of 25 feet to a point; thence South, parallel with the West lines of Lots 26 thru 14 in Block 8 in said Kappes and Naltner's South Meridian Street Addition a distance of 447.5 feet to a point, said point being 25 feet West and 5.5 feet North of the Northwest corner of Lot Numbered 26 in Block 5 in said Kappes and Naltner's South Meridian Street Addition; thence East a distance of 25 feet to a point which is 5.5 feet North of the North

PARCEL 1 continued

West corner of Lot Numbered 26 in Block 5 in said Kappes and Naltner's South Meridian Street Addition; thence South on and along an extension of the West line of Lot Numbered 26 in Block 5 and the West lines of Lots 26 thru 14 in said Kappes and Naltner's South Meridian Street Addition, a distance of 447.5 feet to a point, said point being the South West corner of said Lot Numbered 14 in Block 5; thence West a distance of 50 feet to a point, said point being the South East corner of Lot Numbered 13 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence North upon and along the East lines of Blocks 6 and 7 in said Kappes and Naltner's South Meridian Street Addition a distance of 895 feet to a point, said point being the North East corner of Lot Numbered 1 in Block 7 in said Kappes and Naltner's South Meridian Street Addition and THE POINT OF BEGINNING.

Also part of Adler Street heretofore vacated, part of Senate Avenue heretofore vacated, and a part of Minnesota Street heretofore vacated, more particularly described as follows: Beginning at the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition, thence South along an extension of the East line of said Lot a distance of 40 feet to a point in the North line of Block 2 in said Kappes and Naltner's South Meridian Street Addition, thence West along the North line of Block 2 and 1 in said Kappes and Naltner's South Meridian Street Addition a distance of 599 feet to a point distant 20 feet South of the South East corner of Lot Numbered 226 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24; thence North on and along an extension of the East line of Lot 226 and the East line of Lots Numbered 226 thru 240 in said Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 24, a distance of 965 feet to a point, said point being the North East corner of said Lot Numbered 240; thence East upon and along an extension of the North line of said Lot Numbered 240 a distance of 297 feet to a point, said point being distant 30 feet North and 65 feet East of the North West corner of Lot Numbered 1 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47; thence South a distance of 30 feet to a point in the North line of said Lot Numbered 1 in Block 7, said point being distant 65 feet east from the North West corner thereof; thence West upon and along the North line of Lots Numbered 1 and 26 in Block 7 in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 247 feet to a point, said point being the North West corner of said Lot Numbered 26 in Block 7; thence South on and along the West lines of Lots 26 thru 14 in Block 7, and Lots 26 thru 14 in Block 6, all in Kappes and Naltner's South Meridian Street Addition as per plat thereof recorded in Plat Book 7, page 47, a distance of 895 feet to a point, said point being the South West corner of Lot Numbered 14 in Block 6 in said Kappes and Naltner's South Meridian Street Addition; thence East upon and along the South lines of Lots 14 and 13 in Block 6 and Lot 14 in Block 5,

PARCEL 1 continued

all in said Kappes and Naltner's South Meridian Street Addition a distance of 549 feet to a point, said point being the South East corner of Lot Numbered 14 in Block 5 in said Kappes and Naltner's South Meridian Street Addition and the POINT OF BEGINNING. EXCEPT HOWEVER, that part described as follows:

A part of the east half of Section 14, Township 15 North, Range 3 East, situated in Indianapolis, Marion County, Indiana and being more particularly described as follows, to-wit:

The point of beginning of the following description is the intersection of the north right of way line of the Indianapolis Union Railway Company (as shown in Deed Record #900, page #460) with a line 495.84 feet east of the east line of West Street (said line being parallel with West Street and said distance being measured perpendicularly to West Street, said West Street being located as shown in Plat Book #1 page 157 in the Recorder's Office of Marion County). From said point of beginning proceed thence North 0 degrees 34 minutes 50 seconds West (the bearing assumed from a compass observation) along a line parallel with West Street for a distance of 1041.78 feet; thence North 66 degrees 22 minutes 34 seconds East for a distance of 50.00 feet; thence South 23 degrees 37 minutes 26 seconds East, along a line parallel with and 25 feet distant from the main track of the Illinois Central Gulf Railroad, for a distance of 987.65 feet; thence curve right, with a 907.49 foot radius curve for a distance of 187.84 feet (the chord of which bears South 17 degrees 41 minutes 40 seconds East for a distance of 187.50 feet); thence North 89 degrees 48 minutes 52 seconds West, along the South line of vacated Adler Street, for a distance of 79.70 feet; thence North 0 degrees 57 minutes 27 seconds East, along the west line vacated Senate Avenue, for a distance of 20.00 feet; thence North 89 degrees 48 minutes 52 seconds West, along the north line of Lot 241 of Kappes and Naltner's South Meridian Street Addition, for a distance of 108.40 feet; thence South 17 degrees 31 minutes 04 seconds West, along the west line of the aforesaid Lot #241, for a distance of 42.45 feet, said point being 159.3 feet from the intersection of the west line of Lot #241 with the center line of the bridge of the Indianapolis-Union Railway Company over White River, as extended easterly; thence North 81 degrees 45 minutes 40 seconds West, with the right of way of the Indianapolis Union Railway, for a distance of 290.48 feet to the point of beginning.

PARCEL 2

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

1. Deed Record 47, page 417 (fee simple)
2. Deed Record 47, page 427 (fee simple)
3. Deed Record 51, page 233 (fee simple)
- Excepting therefrom:
  - Deed Record 268, pages 330-332,
  - Deed Record 268, pages 333-335, and
  - Deed Record 303, pages 60-62
4. Deed Record 47, page 404 (fee simple)
- Excepting therefrom:
  - Deed Record 268, pages 330-332,
  - Deed Record 268, pages 333-335,
  - Deed Record 303, pages 60-62,
  - Deed Record 92, page 406, and
  - Deed Record 309, pages 453-455

Northeast Quarter

1. Deed Record 47, page 516 (fee simple)
2. Deed Record 47, page 517 (fee simple)
3. Deed Record 47, page 398 (fee simple)
- Excepting therefrom:
  - Deed Record 264, pages 305-306,
  - Deed Record 264, pages 307-308,
  - Deed Record 304, pages 97-99, and
  - Deed Record 293, pages 243-245
4. Deed Record 48, page 9 (fee simple)
- Excepting therefrom:
  - Deed Record 264, pages 307-308
5. Deed Record 47, page 395 (fee simple)
- Excepting therefrom:
  - Deed Record 264, pages 305-306 and
  - Deed Record 304, pages 97-99
6. Deed Record 47, page 281 (fee simple)
- Excepting therefrom:
  - Deed Record 264, pages 305-306 and
  - Deed Record 304, pages 97-99
7. Deed Record 47, page 426 (fee simple)
- Excepting therefrom:
  - Deed Record 264, pages 305-306 and
  - Deed Record 304, pages 97-99
8. Deed Record 49, page 411 (fee simple)
- Excepting therefrom:
  - Deed Record 118, page 210



PARCEL 2 continued

10. Deed Record 48, page 51 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
11. Deed Record 47, page 524 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
12. Deed Record 48, page 53 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
13. Deed Record 47, page 525 (fee simple)  
- Excepting therefrom:  
Deed Record 118, page 210
14. Deed Record 52, page 76 (fee simple)  
- Excepting therefrom:  
Deed Record 106, page 39
15. Deed Record 48, page 132 (fee simple)
16. Deed Record 47, page 407 (fee simple)  
- Excepting therefrom:  
Deed Record 106, page 39

All the strips of land of varying widths contained in the following descriptions constituting a continuous line of railroad right of way starting with the beginning point in Marion County and ending with the termination point in Sullivan County, including the Bloomington to Victor Branch in Monroe County, Indiana:

PARCEL 3

The following described lands and property situated in the County of Marion and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Marion County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the South line of Wisconsin Street, Indianapolis, Indiana, at approximate railroad Mile Post X-1.19 in the NE/4 Section 14, T.15 N., R.3 E., and run southerly on, over and across the E/2 and SW/4 said Section 14, NW/4 NE/4 and W/2 Section 23, SE/4 SE/4 Section 22, W/2 W/2 Sections 26 and 35, and E/2 E/2 Sections 27 and 34, said T.15 N., R.3 E.; W/2 W/2 Sections 2 and 11, and E/2 E/2 Sections 3, 10, 15 and 22, T.14 N., R.3 E.; to the South line of the SE/4 SE/4 said Section 22, T.14 N., R.3 E.; being the common "Marion County - Johnson County" county line at approximate Mile Post X-9.42; including all interest to properties appurtenant to said line of railroad and situated South of Wisconsin Street at Indianapolis, Indiana; excepting therefrom, at Indianapolis, Indiana, in the N/2 SW/4 said Section 23, T.15 N., R.3 E.; that tract of land bounded: on the North by the North line of said N/2 SW/4 Section 23; on the South by the center of Pleasant Run Creek; on the West by the White River; and on the East by a line parallel and/or concentric with and 25' normally distant westerly from the aforesaid main track centerline.

PARCEL 1

Section 33, Township 9 North, Range 1 West, Monroe County, Indiana

Northeast Quarter

Deed Record 47, page 534

(right-of-way)

Section 34, Township 9 North, Range 1 West, Monroe County, Indiana

Northwest Quarter

Deed Record 47, page 429

(right-of-way)

Southeast Quarter

1. Deed Record 47, page 403

(right-of-way)

2. Deed Record 49, page 532

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #2

Northeast Quarter

Deed Record 47, page 511

(right-of-way)

- Excepting therefrom:

Deed Record 54, page 216, Tract #3

Section 35, Township 9 North, Range 1 West, Monroe County, Indiana

Southwest Quarter

Deed Record 47, page 409

(right-of-way)

- Excepting therefrom:

Deed Record 276, pages 368-373

Southeast Quarter

Deed Record 47, page 289

(right-of-way)

PARCEL 4 continued

Section 36, Township 9 North, Range 1 West, Monroe County, Indiana

- |                             |                |
|-----------------------------|----------------|
| 1. Deed Record 47, page 287 | (right-of-way) |
| 2. Deed Record 47, page 406 | (right-of-way) |
| 3. Deed Record 47, page 411 | (right-of-way) |

Section 25, Township 9 North, Range 1 West, Monroe County, Indiana

- |                                  |                |
|----------------------------------|----------------|
| 1. Deed Record 50, page 54       | (right-of-way) |
| 2. Deed Record 47, page 410      | (right-of-way) |
| 3. Deed Record 52, pages 436-437 | (right-of-way) |

PARCEL 5

The following described lands and property situated in the County of Johnson and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the North line of the NE/4 NE/4 Section 27, T.14 N., R.3 E.; being the common "Johnson County - Marion County" county line at approximate railroad Mile Post X-9.42, and run southerly on, over and across the E/2 NE/4 said Section 27, W/2 NW/4 and SW/4 Section 26, and E/2 W/2 Section 35, said T.14 N., R.3 E.; W/2 E/2 Section 2, E/2 W/2 and W/2 E/2 Sections 11 and 14, W/2 E/2 Sections 23 and 26, and W/2 NE/4 and S/2 Section 35, T.13 N., R.3 E.; E/2 W/2 Section 2, E/2 W/2 and W/2 E/2 Section 11, E/2 W/2 Sections 14 and 23, E/2 W/2 and W/2 E/2 Section 26, and N/2, NW/4 NE/4 and SW/4 Section 35, T.12 N., R.3 E.; and, NW/4 NW/4 Section 2, N/2 Section 3, E/2 and SW/4 Section 4, NW/4 NW/4 Section 9, E/2 and SE/4 SW/4 Section 8, NW/4 Section 17, SE/4 NE/4 and S/2 Section 18, and NW/4 Section 19, T.11 N., R.3 E.; to the West line of said NW/4 Section 19, T.11 N., R.3 E.; being the common "Johnson County - Morgan County" county line at approximate Mile Post X-29.42; including, all interest to property appurtenant to said line of railroad at Frances, Bangersville and Anita, Indiana; excepting therefrom, all that portion of Grantor's property in the E/2 NW/4 said Section 35, T.12 N., R.3 E., lying West of a line parallel with and 25' normally distant westerly from the center of the main track of said line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Johnson County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the West line of the W/2 SW/4 Section 31, T.11 N., R.3 E.; being the common "Johnson County-Morgan County" county line at railroad Mile Post X-31.92, and run southerly on, over and across said W/2 SW/4 Section 31, to the South line thereof, being the common "Johnson County-Brown County" county line at Mile Post X-32.29.

The following described lands and property situated in the County of Morgan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Morgan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the SE/4 NE/4 Section 24, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at railroad Mile Post X-29.42, and run southerly on, over and across said SE/4 NE/4 and the SE/4 said Section 24, W/2 E/2 Section 25, and E/2 Section 36, said T.11 N., R.2 E.; to the East line of the NE/4 SE/4 said Section 36, T.11 N., R.2 E.; being the common "Morgan County - Johnson County" county line at Mile Post X-31.92; including, all interest to properties appurtenant to said line of railroad at Morgantown, Indiana; excepting therefrom, at Morgantown, Indiana: First) Begin at point on West line of Lot 6, Jacob Adams' Addition, 7' North from the North line of Washington Street, and run North along said West line Lot 6, to a point 140' South from the South line of Mulberry Street; thence East 14.81'; thence N.16°E. 32'; thence N.31°45'E. 101.42'; thence North 23' to a point in the aforesaid South line of Mulberry Street 77' East from the NW corner said Lot 6; thence northerly in a straight line, to the SW corner Lot 30, Obenshain and Davenport's addition, in the North line aforesaid Mulberry Street 151.5' West from the West line of Highland Street; thence northerly in a straight line, to the NW corner Lot 26, said Obenshain and Davenport's addition, in the South line of Park Street; thence easterly along said South line of Park Street, to a point 27' West from the East line of aforesaid Highland Street; thence northerly at a right angle to the last described course, to the North line of aforesaid Park Street; thence East along the last said North line 27', to said East line of Highland Street; thence North along the last said East line, to the NW corner Lot 11, said Obenshain and Davenport's addition; thence east along the North line of said Lot 11, to the NE corner thereof; thence northeasterly in a straight line 323.32', to the East line of the W/2 SE/4 Section 24, T.11 N., R.2 E.; thence South along the last said East line, to a line parallel and/or concentric with and 25' normally distant westerly from the center of the main track of the aforesaid line of railroad; thence southwesterly along said parallel and/or concentric line, to a line parallel and/or concentric with and 10' normally distant westerly from the centerline of Grantor's house track; thence southwesterly along the last said parallel and/or concentric line, to the aforesaid North line of Washington Street; thence West along the last said North line, 8'; thence North at a right angle to the last described course, 19'; thence westerly in a straight line 85' to return to the point of beginning. - Second) That triangular part of the E/2 SE/4 Section 24, T.11 N., R.2 E.; lying Northwest of a line parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and South of the South line of the original 38' wide right-of-way of the former Cleveland, Cincinnati, Chicago and St. Louis Railway Company. - Third) That part of the W/2 SE/4 Section 24, T.11 N., R.2 E.; lying North of the eastern extension of the South line of Lot 8, Obenshain and Davenport's addition; South of the western extension of the South line of that tract of land conveyed to the East Hill Cemetery Corporation 3-25-1976; and East of a line parallel and/or concentric with and 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - And, Fourth) All that part of Parcel No. 1 of three parcels of land acquired from the

PARCEL 6 continued

Cleveland, Cincinnati, Chicago and St. Louis Railway Company 7-21-1943 (Deed Book 114 - Page 330), lying West of Highland Street; East of Church Street; and South of the South line of the NW 38' in equal width of said Parcel No. 1 of the property acquired 7-21-1943 (Deed Book 114 - Page 330).

PARCEL 7

The following described lands and property situated in the County of Monroe and State of Indiana to wit:

1 that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the East line of the NE/4 NE/4 Section 2, T.9 N., R.1 E.; being the common "Monroe County - Brown County" county line at approximate railroad Mile Post X-43.6, and run southwesterly on, over and across the N/2 N/2 said Section 2, N/2 Section 3, S/2 N/2 and SW/4 Section 4, NW/4 NW/4 Section 9, N/2 and SW/4 Section 8, NW/4 NW/4 Section 17, and N/2 and SW/4 Section 18, said T.9 N., R.1 E.; E/2 SE/4 Section 13, E/2 Section 24, E/2 and SE/4 SW/4 Section 25, W/2 Section 36, S/2 Section 35, N/2 SE/4 and S/2 N/2 Section 34, N/2 Section 33, NE/4 and S/2 Section 32, and SE/4 Section 31, T.9 N., R.1 W.; NW/4 NE/4 and NW/4 Section 6, T.8 N., R.1 W.; and, S/2 NE/4 and S/2 Section 1, SE/4 SE/4 Section 2, N/2 and SW/4 Section 11, E/2 SE/4 Section 10, NE/4, SE/4 NW/4, NW/4 SE/4 and SW/4 Section 15, W/2 NW/4 Section 22, N/2 Section 21, S/2 N/2 and SW/4 Section 20, S/2 S/2 Section 19, and N/2 NW/4 Section 30, T.8 N., R.2 W.; to the West line of the NW/4 NW/4 said Section 30, T.8 N., R.2 W.; being the common "Monroe County - Greene County" county line at approximate Mile Post X-65.6; including, all interest to properties appurtenant to said line of railroad at Unionville, New Unionville, Bloomington, Kirby and Elwren, Indiana; excepting therefrom, at Bloomington: First) that part of the S/2 NE/4 and N/2 SE/4 Section 32, T.9 N., R.1 W., described as follows: Begin at the point where a line that lies parallel and/or concentric with and 25' normally distant northwesterly from the center of the main track of the aforesaid line of railroad intersects the South line of the 60' wide right-of-way of the Seaboard System Railroad, and run southwesterly along said parallel and/or concentric line, 1,100' to a point; thence northwesterly at a right angle to the last described course, 245' more or less to the aforesaid South line of the Seaboard System 60' wide right-of-way; thence easterly along said South right-of-way line, to return to the point of beginning. - Second) All that portion of Lots 64, 66, 68 and 70, Fairview Addition, lying southeasterly of and adjacent to a line parallel with and 85' normally distant southeasterly from the center of the main track of the aforesaid line of railroad. - Third) Begin at a point in the West line of Adams Street 25' normally distant southeasterly from the center of the main track of the aforesaid line of railroad, and run South along said West line, 80' more or less to the SW corner of that tract of land acquired from A. Christy, et ux, 3-2-1905 (Deed Book 47 - Page 519); thence easterly at a right angle to the last described course 214.5'; thence north parallel with said West line of Adams Street, to a line parallel with and 25' normally distant southeasterly from said main track centerline; thence southwesterly along said parallel line, to return to the point of beginning. - Fourth) Begin at a point on the West line SW/4 SW/4 Section 32, T.9 N., R.1 W. 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad, and run northeasterly in a straight line, to a point on the East line of Spring Street 75' normally distant northwesterly from said main track centerline; thence North along said East line 41'; thence West, 418' to the aforesaid West line SW/4 SW/4 Section 32; thence South along said West line, 232' to return to the point of beginning. - Fifth) All that triangular portion of a 2.85 triangular shaped tract of land situated in the SE/4 Section 31, T.9 N., R.1 W., as acquired from H. B.



to a line parallel with and 50' normally distant northwesterly from the center of the main track of the aforesaid line of railroad. - And, Sixth) Begin at a point on the North Line of Seventh Street 127' West from the West line of Adams Street, said point being in the West line of a 12' wide North-South alley, and run West along said North line, to a point 75' normally distant southeasterly from the center of the main track of the aforesaid line of railroad; thence northwesterly perpendicular to said center of main track 25'; thence northeasterly parallel with said main track, to the aforesaid West line of a 12' wide alley; thence South along said alley line, to return to the point of beginning. - All of Grantor's property varying in width and irregular in shape situated in the NE/4 SW/4 and NW/4 Section 34, and E/2 NE/4 Section 33, T.8 N., R.2 W. - And, at Elwren: First) A 40' wide parcel lying northerly of and adjacent to a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad and extending easterly approximately 137' from the West line of the SW/4 SE/4 Section 19, T.8 N., R.2 W., to a right-of-way width change; thence continuing easterly said parcel 100' wide lying northerly of and adjacent to said line parallel with and 50' normally distant northerly from said main track center, a distance of 600'. - And, Second all that part of the S/2 SE/4 Section 19, T.8 N., R.2 W., lying West of the East line of the West 330' of the SE/4 SE/4 said Section 19 and lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad.

ALSO

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's Bloomington, Indiana to Victor, Indiana" line that extends in a general southerly direction, on, over and across a portion of Monroe County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the line common to the aforesaid line of railroad that runs from Indianapolis, Indiana to Sullivan, Indiana and said line of railroad that runs from Bloomington, Indiana to Victor, Indiana (vicinity railroad Mile Post X-57.1 and railroad Mile Post XA-0) in the SW/4 Section 32, T.9 N., R.1 W.; and run southerly on, over and across said SW/4 Section 32, T.9 N., R.1 W.; NW/4, SW/4 NE/4 and SE/4 Section 5, NE/4 Section 8, W/2 W/2 Sections 9 and 16, E/2 E/2 Section 17, E/2 Section 20, NW/4 NE/4 and W/2 Section 29, E/2 SE/4 Section 30, and N/2 and SW/4 Section 31, T.8 N., R.1 W.; W/2 Section 6, T.7 N., R.1 W.; SE/4 Section 1 and E/2 Section 12, T.7 N., R.2 W.; to the end of track and railroad ownership in the SE/4 said Section 12, T.7 N., R.2 W.; at Mile Post XA-9.16; including, all property appurtenant to said line of railroad at Bloomington, Indiana; excepting therefrom, at Bloomington: First) Begin at the intersection of the North line of Sixth Street with the West line of Hopewell Street, and run East along said North line, 140' to the West line of a 12' wide alley; thence North along said "West" alley line, 162' to the North line of a 15' wide alley; thence westerly parallel with the aforesaid North line of Sixth Street, to a line parallel and/or concentric with and 25' normally distant southeasterly from the East leg of the existing wye trackage; thence southwesterly along said parallel and/or concentric line, to a line parallel with and 196' normally distant southerly from the aforesaid North line of Sixth Street; thence easterly along the last said parallel line, to the aforesaid West line of Hopewell Street; thence North along said West line to return to the point of beginning. - Second) All that triangular portion of that 1.58 acre triangular shaped parcel situated in the SW/4 Section 32, T.9 N., R.1 W., as acquired from H. B. Lively, et al, 12-4-1906 (Deed Book 50 - Page 200) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northeasterly from the center of the main track of said "Bloomington to Victor" Branch. - And, Third) All that triangular portion of that 0.96 acre triangular shaped parcel situated in the E/2 NW/4 Section 5, T.8 N., R.1 W., as acquired from R. H. Rice, et ux, 4-3-1904 (Deed Book 51 - Page 164) that lies northeasterly of and adjacent to a line parallel with and 50' normally distant northeasterly from the center of the main track of the

PARCEL 8

The following described lands and property situated in the County of Brown and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general southerly direction on, over and across a portion of Brown County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of said line of railroad intersects the North line of the NW/4 NW/4 Section 6, T.10 N., R.3 E.; being the common "Brown County - Johnson County" county line at railroad Mile Post X-32.29, and run southerly and southwesterly on, over and across the W/2 W/2 said Section 6, T.10 N., R.3 E.; SE/4 NE/4 and NE/4 SE/4 Section 1, T.10 N., R.2 E.; W/2 and W/2 SE/4 Section 7 and NW/4 NE/4 and W/2 Section 18, said T.10 N., R.3 E.; SE/4 SE/4 Section 13, NE/4 and S/2 Section 24, SE/4 SE/4 Section 23, NE/4 and W/2 Section 26, N/2 NW/4 Section 35, N/2 N/2 Section 34, N/2 NE/4 and NE/4 NW/4 Section 33, SW/4 SE/4 and S/2 SW/4 Section 28, S/2 SE/4 and SE/4 SW/4 Section 29, NW/4 Section 32, and SE/4 NE/4 and S/2 Section 31, said T.10 N., R.2 E.; and N/2 N/2 Section 1, T.9 N., R.1 E.; to the West line of the NW/4 NW/4 said Section 1, T.9 N., R.1 E.; being the common "Brown County - Monroe County" county line at Mile Post X-43.6; including, all interest to properties appurtenant to said line of railroad at Helmsburg and Trevlac, Indiana; excepting therefrom, at Helmsburg - begin a point on the East line NW/4 NE/4 Section 34, said T.10 N., R.2 E., 140' normally distant southerly from the aforesaid main track centerline, and run westerly parallel with said main track centerline 500' to a property corner; thence northerly at a right angle to the last described course 100'; thence easterly parallel with said main track centerline, to a line parallel and/or concentric with and 10' normally distant southerly from the centerline of the southernmost track (house track); thence easterly along said parallel and/or concentric line, to the aforesaid East line NW/4 NE/4 Section 34; thence South along said East line, to return to the point of beginning. - And, at Trevlac - Begin at the easternmost corner of that 1.45 acre tract acquired from H. McLary, et ux, 5-12-1906 (Deed Book 25 - Page 450) said point situated in the SW/4 SE/4 Section 29, said T.10 N., R.2 E., 150' normally distant southeasterly from the aforesaid main track centerline, and run southwesterly parallel and/or concentric with said main track centerline, along the South line of railroad right-of-way, 1200' to the westernmost corner of that 1.39 acre tract acquired from L. B. Calvert and C. A. Calvert 5-12-1906 (Deed Book 25 - Page 448); thence N.10°40'E., to a line parallel and/or concentric with and 25' normally distant southeasterly from said main track centerline; thence northeasterly along the last said parallel and/or concentric line, to a line that bears N.30°30'W. from said point of beginning; thence S.30°30'E., to return to said point of beginning.

PARCEL 9

The following described lands and property situated in the County of Greene and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Greene County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of said line of railroad intersects the East line of the NE/4 NE/4 Section 25, T.8 N., R.3 W.; being the common "Greene County - Monroe County" county line at approximate railroad Mile Post X-65.6, and run westerly on, over and across the NE/4 and S/2 said Section 25, the NW/4 NW/4 Section 36, N/2 Section 35, SE/4 NE/4 and N/2 S/2 Section 34, N/2 SE/4 and SW/4 Section 33, S/2 S/2 Section 32, and SE/4 SE/4 Section 31, T.8 N., R.3 W.; N/2 N/2 Section 6, T.7 N., R.3 W.; N/2 Section 1, S/2 N/2 Sections 2 and 3, N/2 Section 4, and NE/4 Section 5, T.7 N., R.4 W.; S/2 S/2 Section 32 and S/2 SE/4 Section 31, T.8 N., R.4 W.; N/2 and SW/4 Section 6, said T.7 N., R.4 W.; SE/4 Section 1, NW/4 NE/4 and W/2 Section 12, W/2 W/2 Section 13, E/2 SE/4 Section 14, E/2 Section 23, N/2 Sections 26 and 27, S/2 SW/4 Section 22, S/2 S/2 Section 21, S/2 Section 20, and N/2 S/2 Section 19, T.7 N., R.5 W.; N/2 S/2 Section 24, N/2 SE/4 and S/2 N/2 Section 23, NE/4, S/2 SW/4 and N/2 S/2 Section 22, N/2 S/2 Sections 21 and 20, and N/2 S/2 and S/2 SW/4 Section 19, T.7 N., R.6 W.; and, S/2 N/2 and N/2 S/2 Sections 24, 23, 22 and 21, NE/4 Section 20, SW/4 SE/4, SW/4 and SW/4 NW/4 Section 17, NE/4 and NE/4 NW/4 Section 18, and SW/4 Section 7, T.7 N., R.7 W.; to the West line of the NW/4 SW/4 said Section 7, T.7 N., R.7 W.; being the common "Greene County - Sullivan County" county line at approximate Mile Post X-100.2; including, all interest to properties appurtenant to said line of railroad at Solsberry, Tulip, Bloomfield, Elliston, Switz City and Linton, Indiana; excepting therefrom, at Solsberry: First) All that portion of the North Half of Lots 26, 27, 28 and 29, Town of Solsberry, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - Second) All that portion of a 0.66 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Third) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings, Greene County Circuit Court, November Term/1905, lying North of a line parallel with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - Fourth) All that portion of a 2.33 acre tract of land in the SE/4 SE/4 Section 33, T.8 N., R.3 W.; acquired through condemnation proceedings Greene County Circuit Court, November Term/1905, lying South of a line parallel with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, Fifth) All of a 2.1 acre tract of land acquired from the Madison Coal Corporation 11-10-1953 (Deed Book 136 - Page 420), said tract situated in the SW/4 SE/4 Section 33, T.8 N., R.3 W., lies North of a line parallel and/or concentric with and 50' normally distant northerly from the center of the main track of the aforesaid line of railroad. - At Tulip, First) A 40' wide strip lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4

PARCEL 9 continued

Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of the East 528' said NW/4 NW/4, a distance of 233'. - Second) All of a 150' wide parcel lying North of a line parallel with and 50' normally distant northeasterly from the center of the main track of the aforesaid line of railroad in the NW/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said NW/4 NW/4, to the West line of the East 528' said NW/4 NW/4. - Third) A 50' wide strip lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad in the SE/4 NW/4 Section 4, T.7 N., R.4 W.; and running southeasterly from the West line of said SE/4 SW/4, a distance of 200'. - Fourth) That part of the W/2 NW/4 Section 4, T.7 N., R.4 W.; lying South of a line parallel with and 140' normally distant southwesterly from the center of the main track of the aforesaid line of railroad and North of the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Fifth) All of that 0.44 acre triangular shaped tract in the SW/4 NW/4 Section 4, T.7 N., R.4 W.; lying South of and fronting 493' on the South line of that 5 acre tract acquired from E. Watson, et ux, 7-15-1915 (Deed Book 92 - Page 190). - Sixth) All of that 0.36 acre triangular shaped tract in the E/2 NE/4 Section 5, T.7 N., R.4 W.; lying West of and fronting 280' on the East line of said E/2 NE/4, being all of the second of two parcels of land acquired from E. Watson, et ux, 12-24-1906 (Deed Book 81 - Page 358). - And, Seventh) All that part of the S/2 S/2 Section 32, T.8 N., R.4 W.; lying South of a line parallel and/or concentric with and 50' normally distant southerly from the center of the main track of the aforesaid line of railroad. - And, at Bloomfield, all that portion of Block "M", Aden G. Cavin's addition lying West of the West line of that tract of land conveyed to L. Floyd and B. J. Floyd 5-31-1983 and South of a line parallel and/or concentric with and 10' normally distant southerly from the center of the southernmost track of the aforesaid line of railroad, said parcel situated in the SE/4 NE/4 Section 27, T.7 N., R.5 W.

PARCEL 10

The following described lands and property situated in the County of Sullivan and State of Indiana to wit:

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Indianapolis, Indiana to Sullivan, Indiana" line that extends in a general westerly direction on, over and across a portion of Sullivan County, Indiana, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the centerline of the main track of the aforesaid line of railroad intersects the East line of the NE/4 SE/4 Section 12, T.7 N., R.8 W.; being the common "Sullivan County - Greene County" county line at approximate railroad Mile Post X-100.2, and run northwesterly and westerly on, over and across said NE/4 SE/4 and the N/2 said Section 12, W/2 SW/4 Section 1, and E/2 and NW/4 Section 2, said T.7 N., R.8 W.; SW/4 SW/4 Section 35, S/2 and SW/4 NW/4 Section 34, N/2 Sections 33, 32 and 31 T.8 N., R.8 W.; and, S/2 NE/4 and N/2 S/2 Section 36 and W/2 S/2 Section 35, T.8 N., R.9 W.; to a line extending northerly and southerly perpendicular to said main track centerline in the NW/4 SW/4 said Section 35, T.8 N., R.9 W.; at Mile Post X-109.0, said point situated approximately 284' easterly from the West line of the last said NW/4 SW/4; including, all interest to properties appurtenant to said line of railroad at Dugger and Cass, Indiana; excepting therefrom, First - All of Grantor's abandoned railroad right-of-way situated in that part of the NE/4 SE/4 Section 2, T.7 N., R.8 W. at Dugger, Indiana that lies North of Church Street, East of Neely Street, and Northeast of a line parallel with and 50' normally distant northeasterly from the centerline of the main track of the aforesaid line of railroad as presently located; and, Second - All of Grantor's abandoned 80' wide railroad right-of-way situated in the N/2 NW/4 Section 31, T.8 N., R.8 W.; and in the N/2 NE/4 Section 35, T.8 N., R.9 W.

EXCEPTING HOWEVER THE FOLLOWING DESCRIBED REAL ESTATE

- (1) Legal description for property held by The Indiana Rail Road Company, located in Marion County and listed on the CERCLIS list as "ICG, Illinois Central Gulf, 2200 S. Dakota St., Indianapolis, IN 46225":

The portion of the right-of-way and property of The Indiana Rail Road Company that lies within the tract of land in the NW/4 and NE/4 of Section 23, T. 15 N., R. 3 E., and bounded as follows: On the north by Raymond Street; on the south by Southern Avenue; on the west by the White River; and on the east by West Street and, south of the southernmost extension of West Street, Bluff Road.

- (2) Property owned by The Indiana Rail Road Company in Monroe County, listed on the CERCLIS list as "ICGRR Right-of-Way, SW 1/4, Section 32, T9N, R1W, Bloomington, IN 47401":

The portion of the right-of-way of the Indiana Rail Road Company that lies within the SW/4, Section 32, T. 9 N., R. 1 W.